



ऑयल इंडिया लिमिटेड  
(भारत सरकार का उद्योग) पंजीकृत कार्यालय: दुर्गापुर, असम  
**Oil India Limited**  
(A Government of India Enterprise) Registered Office: Durgapur, Assam

**Materials & Contracts  
Department  
(Rajasthan Project)**  
2A, Saraswati Nagar  
Jodhpur . 342 005  
Rajasthan, India.  
Phone -0291-2729472  
Fax : 0291-2727050

Date: 10.02.2016

**FORWARDING LETTER**

**Tender No. : CJI0210P16**

**Sub: Hiring of Mobile Pumping Unit Services on Call Out Basis for Rajasthan Field of Oil India Limited**

- |       |   |   |   |
|-------|---|---|---|
| i)    | OILø Tender No                            | : | CJI0210P16 dated 10.02.2016   |
| ii)   | Tender Fee                                | : | ₹ 5,00.00   |
| iii)  | Type of Bid                               | : | <b>Single (Composite) Bid</b>   |
| iv)   | Bid Closing Date & Time                   | : | 05.04.2016 at 11.00 hrs (IST)   |
| v)    | Bid Opening Date & Time                   | : | 05.04.2016 at 15.00 hrs (IST)   |
| vi)   | Bid Opening Place                         | : | Office of Chief Manager (M&C),<br>Oil India Limited, Jodhpur, Rajasthan   |
| vii)  | Amount of Bid Security                    | : | ₹ 41,000.00 (Non- interest bearing)   |
| viii) | Amount of Performance Security            | : | 7.5 % of the estimated one (01) year Contract Value   |
| ix)   | Mobilization Time                         | : | On call-out basis, within 3 days from the date of issue of notice by Company.   |
| x)    | Liquidated Damage for timely Mobilization | : | Liquidated damages shall be applicable for default in timely Mobilization @ 0.5% of the total estimated one (01) year contract value (including mobilization cost) for delay in mobilization per week or part thereof subject to maximum of 7.5%. |
| xi)   | Duration of Contract                      | : | The contract duration is for a period of 01 (one) year with a provision for extension by another 06 (six) months at the same rates, terms and conditions.   |

We now look forward to receiving your most competitive offer in line with the tender terms well within the bid closing date and time.

Yours faithfully,  
OIL INDIA LIMITED

**(P.C. MAZUMDAR)  
CHIEF MANAGER (M&C)  
FOR EXECUTIVE DIRECTOR (RP)**

## **PART-1**

### **SECTION 6 I**

#### **INVITATION FOR BIDS**

1.0 Oil India Limited (OIL) invites competitive ON-LINE Bids from experienced and reputed indigenous (domestic) Service Providers for the following services under Single (Composite) Bid System for its RAJASTHAN PROJECT through its e-Procurement portal <https://etender.srm.oilindia.in/irj/portal>

1.1 Tender No. : CJI0210P16 dated 10.02.2016

1.2 Bid Closing/ Opening : 05.04.2016  
Date & Time : (11:00/15:00 Hrs. IST)

1.3 Tender Fee : ₹ 5,00.00

1.4 Bid Security : ₹ 41,000.00 (Non- interest bearing)

2.0 **Description of Services:** Hiring of Mobile Pumping Unit Services on Call Out Basis for Rajasthan Field of Oil India Limited

3.0 Tender Document will not be issued physically by Company. The interested Bidders must submit their applications showing full address (including e-mail ID) alongwith the non-refundable Tender Fee in the form of a Demand Draft/Banker's Cheque/ Cashier's Cheque in favour of OIL INDIA LIMITED and payable at JODHPUR to the CHIEF MANAGER (M & C), OIL INDIA LIMITED, 2A, DISTRICT SHOPPING CENTRE ,SARASWATI NAGAR, BASNI, JODHPUR -342005, RAJASTHAN (INDIA) between **04.03.2016 and 29.03.2016** i.e. one week prior to the scheduled bid closing date. On receipt of application and Tender Fee as above, USER-ID and initial PASSWORD will be communicated to the bidder (through e-mail) and will be allowed to participate in the tender through OIL's e-Procurement portal. The bidders who are already having USER-ID & PASSWORD issued by OIL will be allowed to participate in the tender provided their application & tender fee are received one week prior to the bid closing date. Details of the NIT can be viewed using 'Guest Login' provided in the e-procurement portal. **USER-ID and PASSWORD are not transferable.** The link to e-procurement portal has also been provided through OIL's website [www.oil-india.com](http://www.oil-india.com).

**Tender Fee may also be paid online upto one week prior to the bid closing date (or as amended in e-portal).**

**NOTE: PSUs and MSE units are provided USER\_ID and initial PASSWORD Free of Cost (as per govt guidelines), however they have to apply to OIL's designated office to issue USER\_ID and initial PASSWORD before the last date of apply**

4.0 OIL reserves the right to refuse issue of Password to such parties even on payment of tender fee, about whose competence OIL is not satisfied. Company's decision in this regard shall be final.

5.0 OIL reserves the right to reject any/all bids and cancel the tender without assigning any reason whatsoever.

6.0 All corrigenda, addenda, amendments, time extension, clarifications etc. to the tender will be hoisted on OIL's website ([www.oil-india.com](http://www.oil-india.com)) and in the e-portal

(<https://etenders.srm.oilindia.in/irj/portal>) only and no separate notification shall be issued in the press. Prospective bidders are requested to regularly visit the website and e-portal to keep themselves updated.

7.0 Benefits to Micro & Small Enterprises (MSEs) as per prevailing Govt guidelines as applicable on B.C date shall be given. MSEs who are interested in availing the benefits will upload with their offer proof of their being MSE registered for the item/service tendered. The MSE are also required to upload scanned copies of relevant documents indicating details of registration alongwith validity, name of the registering organization and details of the item, ownership etc., failing which, their offer may not be liable for consideration of benefits to MSEs.

8.0 Please do refer the User Manual provided on the portal on the procedure How to create Response for submitting offer.

-: Please visit us at [www.oil-india.com](http://www.oil-india.com):-

**(END OF SECTION – I)**

## **PART-1**

### **SECTION – II**

#### **INSTRUCTIONS TO BIDDERS**

##### **A. INTRODUCTION**

1.0 Rajasthan Project of Oil India Limited (OIL), a Govt. of India Enterprises, is engaged in exploration and production of Natural Gas from the Jaisalmer Basin and exploration of Heavy Oil in Bikaner-Nagaur basin of Western Rajasthan in India. The Project Office of OIL at Jodhpur is well connected with Road, Rail & Air..

1.1 It is advisable that the bidder should carry out reconnaissance survey of the area for proper understanding and appreciation of its environmental and logistic issues before bidding.

##### **2.0 COST OF BIDDING**

2.1 The bidder shall bear all costs associated with preparation and submission of its bid, and OIL INDIA LTD. hereinafter referred to as "Company", will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

##### **B. THE BID DOCUMENTS**

##### **3.0 BID DOCUMENTS**

3.1 The Services required, bidding procedures and Contract terms are prescribed in the Bid Document. This Bid document includes the following:-

- a) A Forwarding Letter highlighting the following points amongst others:
  - i) Enquiry Number of Oil India Limited
  - ii) Bid closing date and time
  - iii) Bid opening date, time and venue
  - iv) The amount of Bid security
  - v) The amount of Performance Bank Guarantee
  - viii) Quantum of liquidated damages for default in timely mobilization.
- b) Invitation for Bids (Part-I, Section - I)
- c) Instructions to Bidders (Part-I, Section - II)
- d) Bid Rejection Criteria/Bid Evaluation Criteria (Part-2, Section-I)
- e) Proforma-I, Statement of Compliance (Part-2, Section-I)
- f) Proforma-II, Price Bid Format (Part-2, Section-I)
- g) General Conditions of Contract (Part-3, Section-I)
- h) Special Conditions of Contract (Part-3, Section-II)
- i) Bid Form and Price Schedule (Part-3, Section-III)
- j) Scope of Work/ Terms of Reference/ Technical Specifications (Part-3, Section-IV)
- k) The Bid Security Form (Part-4, Proforma-A)
- l) The Performance Security Form (Part-4, Proforma-B)
- m) The Contract Form (Part-4, Proforma-C)
- n) Authorisation for attending opening of bid (Part-4, Proforma-D).
- o) General HSE Points (Part-4, Appendix-A)
- p) Procedure for obtaining labour license (Part-4, Appendix-B).

3.2 The bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required by the Bid Document or submission of a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in rejection of its Bid.

#### **4.0 CLARIFICATIONS ON BID DOCUMENT**

4.1 A bidder requiring any clarification on the Bid Document may notify the Company, in writing at the Company's mailing address indicated in the Forwarding Letter. The Company will respond in writing to any request for clarification of the Bid Document which it receives not later than 10 days prior to the deadline for the submission of Bids prescribed by the Company.

#### **5.0 AMENDMENT OF BID DOCUMENT**

5.1 At any time prior to the deadline for submission of Bids, the Company may, for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the Bid Document by an Amendment.

5.2 The Addendum/Amendment will be uploaded in OILØS e-Portal in the Technical RFx tab>> EXTERNAL AREA>> Amendment Folder. Prospective Bidders (to whom Company issues the USER-ID & PASSWORD), shall also be intimated about the amendments through e-mail/fax/courier etc. The Company may, at its discretion, extend the deadline for bid submission, if the Bidders are expected to require additional time in which to take the Addendum into account in preparation of their bid or for any other reason. Bidders shall also check OILØS E-Tender portal for any amendments to the bid documents before submission of their bids.

### **C. PREPARATION OF BIDS**

#### **6.0 LANGUAGE OF BID**

6.1 The Bid prepared by the bidder and all correspondence and documents relating to the Bid exchanged by the bidder and the Company shall be written in English language, except that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation of its pertinent pages in which case, for purposes of the interpretation of the Bid, the English translation shall govern.

#### **7.0 DOCUMENTS COMPRISING THE BID**

7.1 The bid to be submitted by the Bidder shall comprise the following components:

#### **I. TECHNICAL BID**

- i) Complete technical details of the services and equipment specifications with catalogue, etc as applicable.
- ii) Documentary evidences establishing Bidder's eligibility as per BRC/BEC defined in Part-2, Section-I that the bidder is eligible to Bid and is qualified to perform the contractual obligations, if its Bid is accepted.
- iii) Any exception the bidder wishes to take to the general and special conditions of contract excepting those referred in bid rejection criteria /bid evaluation criteria (BRC/BEC) (ref. Part-2, Section-I). However, any such exceptions must be resolved mutually before opening of bid. Request for any exceptions/ deviations to BRC/BEC will not be entertained.

- iv) Bid Security (scanned copy) furnished in accordance with paragraph 11.0 (Part-1, Section- II).
- v) Statement of compliance as per Part-2, Section-I, **Proforma – I**.
- vi) Bid Form & Price Schedule Details as per Part-3, Section-III
- vii) Information/documents mentioned in the Terms of Reference/Scope of Work /Technical Specifications vide Part-3, Section - IV and Bid Rejection Criteria/ Bid Evaluation Criteria vide Part-2, Section-I
- viii) All other Annexure, Proforma and Documents as required in the Tender

## **II. COMMERCIAL (PRICED) BID**

Rates and prices to be quoted as per attached format under Notes and Attachment tab in OILØ e-portal and completed in accordance with Clause No. 8.0 herein below.

- (i) Schedule of Rates as per attached format Part-2, Section-I, PROFORMA-II.

### **8.0 BID PRICE**

8.1 Prices must be quoted by the Bidders online in Indian Rupees (INR) strictly as per Price Bid Format (Part-2, Section-I, PROFORMA-II) available in OILØ E-Portal.

8.2 Price quoted by the Successful Bidder must remain firm during its performance of the Contract and is not subject to variation on any account. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected. Subsequent increase in prices of commodities if any will have to be borne by the bidder.

### **9.0 CURRENCIES OF BID**

9.1 As this is a tender involving only Indian bidders (Local Competitive Bidding) the currency of the bid must be in Indian Rupees only and payment will be made accordingly in Indian Rupees.

### **10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:**

10.1 To be eligible for award of contract, bidders shall provide evidences satisfactory to the Company, of their eligibility, capability and adequacy of resources to carry out the jobs under the Contract effectively. For this purpose, all Bids submitted shall include the documents sought for in the BRC/BEC vide Part-2, Section-I or elsewhere in the tender document.

10.2 In addition, the bidders shall submit documentary evidence that the services it promises to provide conform to the Bid Documents and shall describe in detail how the specifications are to be fulfilled.

### **11.0 BID SECURITY**

11.1 The **Original Bid Security** for the amount as specified in the "Forwarding Letter" must reach the office of Chief Manager (M & C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India before the scheduled Bid Closing Date and Time of the Tender, otherwise Bid will be rejected. Tender Number **CJI-0210-P16** and

the Description of work must be clearly highlighted on the envelope containing the original Bid Security. A scanned copy of this document should also be uploaded along with the Technical Bid on e-portal.

Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.

11.2 Pursuant to paragraph 7.0 (Part-1, Section-II), the Bidder during online submission of its bid shall furnish as part of its Technical Bid, Bid Security (scanned copy) in the amount as specified in the "Forwarding Letter".

11.3 The Bid Security is required to protect the Company against the risk of bidder's conduct which would warrant the forfeiture of security pursuant to sub-paragraph 11.8 hereunder (Part-1, Section-II).

11.4 The Bid Security shall be denominated in the currency of the Bid, and shall be in the following forms:

a) A Bank Guarantee issued by a scheduled Bank located in India in the form provided in the Bid document (Ref. Part-4, Proforma-A for the format) and valid for **30 days beyond the validity of the Bid**. The bank guarantee should be so endorsed that it can be invoked at the issuing bank's branch located at Jodhpur (Rajasthan) India or alternatively at New Delhi, India.

b) A Cashier's/ Bankers Cheque or Demand Draft drawn on OIL INDIA LIMITED and payable at Jodhpur, Rajasthan (India).

11.5 Any Bid not secured in accordance with above-mentioned sub paragraphs will be rejected by Company as non-responsive, pursuant to paragraph 20.7 (Part-1, Section - II).

11.6 Unsuccessful bidder's Bid Security will be discharged and/or returned as promptly as possible but not later than 30 days after the expiry of Bid validity prescribed by Company, pursuant to paragraph 12.0 (Part-1, Section-II).

11.7 The successful bidder's Bid Security will be discharged upon the bidder's signing of the contract and furnishing the performance security.

11.8 The Bid Security will be forfeited:-

a) If a bidder withdraws its Bid during the period of Bid validity (including any subsequent extension) specified by the bidder on the Bid Form, or

b) If a successful bidder fails:

i) to sign the Contract within reasonable time and within the period of bid validity or after acceptance of Letter of Award, and/or,

ii) to furnish performance security.

c) If the bidder furnishes fraudulent document/information in their bid.

**NOTE: Public Sector Undertakings and MSE are exempted from submitting bid securities against this tender, subject to furnishing valid certificates.**

## 12.0 **PERIOD OF VALIDITY OF BIDS**

12.1 Bids shall remain valid for **120 days** after the date of Bid opening prescribed by Company. A Bid valid for a shorter period will be rejected by Company as non-responsive.

12.2 In exceptional circumstances, Company may solicit the bidder's consent to an extension of the period of validity. The request and responses thereto shall be made in writing (by Fax or email). The Bid Security provided under above mentioned paragraph 11.0 shall also be suitably extended. However, a bidder may refuse the request without forfeiting its Bid Security. A bidder granting the request will neither be required nor permitted to modify its Bid but shall arrange suitable validity extension of its bid security provided under para 11.0 above.

### 13.0 **FORMAT AND SIGNING OF BID**

13.1 As the Bids are to be submitted ON-LINE with digital signature, manual signature is not required.

## **D. SUBMISSION OF BIDS**

### 14.0 **ON-LINE SUBMISSION:**

14.1 The Bid should be submitted online up to 11:00 Hrs. (IST) (Server Time) on the date as mentioned herein i.e., on the scheduled Bid Closing Date. The Bids will be opened on the same day at 15:00 Hrs. (IST) at the office of Chief Manager (M&C), Oil India Limited, 2A, District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India in presence of authorized representative of the bidder.

14.2 The Rates/Prices along with price related conditions should be filled online in the Price-Bid Format and uploaded under the "Notes & Attachment" tab. All other techno-commercial documents other than the cost details to be submitted with un-priced bid as per tender requirement placed in the "un-priced" bid folder.

14.3 The Bid and all uploaded documents must be digitally signed by duly authorized representative of the bidding company using "Class 3" digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

14.4 The Bidder will be responsible for ensuring the validity of digital signature and its proper usage by their employee. The authenticity of above digital signature shall be verified through authorized CA after the bid opening. If the digital signature used for signing is not of "Class-3" with Organization name, the bid will be rejected.

14.5 The Tender is invited under SINGLE (COMPOSITE) BID SYSTEM. Therefore, the Bidder has to submit both the "TECHNICAL" and "PRICE" bids through electronic form in OIL's e-Tender Portal within the Bid Closing Date and Time stipulated in the e-Tender. Please ensure that the Technical Bid is to be submitted as per Scope of Work & Technical Specifications along with all technical related documents related to the tender in the Technical RFx Response-> User -> Technical Bid only. Please go through the help document provided in OIL's e-Portal in details before uploading the document.

14.6 **Details of prices as per Price Bid format (Part-2, Section-I, Proforma-II) can be uploaded as Attachment in the attachment link below tendering text in the attachment option under "Notes & Attachments". A screen shot in this regard is given below.**

Display RFX Response:

Edit | Print Preview | **Technical RFX Response** | Close | Withdraw | Verify

RFX Response Number 60006452

RFX Number TEST2

Status Submitted

RFX Owner WIPRO\_TEST1

Total Value 0.00 INR

RFX Response Version

RFX Information

Items

Notes and Attachments

Conditions

Summary

Tracking

Basic Data

Questions

Event Parameters

Currency: Indian Rupee

Detailed Price Information: Price with Conditions

Terms of Payment: 9010 90% against despatch+10% after receipt

Partners and Delivery Information

Details | Send E-Mail | Call | Clear

Function	Number	Name	Valid fr
The table does not contain any data			

Go to this Tab “Technical RFX Response” for Uploading “Technical/ Unpriced Bid”.

Go to this Tab “Notes and Attachments” for Uploading “Priced Bid” files.

On “EDIT” Mode- The following screen will appear. Bidders are advised to Upload “Technical/ Unpriced Bid” and “Priced Bid” in the places as indicated above:

Edit RFX Response:

Submit | Read Only | Print Preview | Check | **Technical RFX Response** | Close | Save | Verify signature of Response | Sign Response

RFX Response Number 60006452

RFX Number TEST2

Status Withdrawn

Submission Deadline 13.04.2013 11:00:00 INDIA

RFX Owner WIPRO\_TEST1

Total Value 0.00 INR

RFX Response Version Number 2

RFX Version Number 5

RFX Information

Items

Notes and Attachments

Conditions

Summary

Tracking

Notes

Add | Clear

Assigned To	Category	Text Preview
-------------	----------	--------------

Area for uploading Technical/ Unpriced Bid\*

Attachments

Sign Attachment | Add Attachment | Edit Description | Versioning | Delete | Create Qualification Profile

Assigned To	Category	Description	File Name	Version	Processor	Checked
The table does not contain any data						

Area for uploading Priced Bid\*\*

**Note :**  
\* The Technical/Un-priced Bid shall contain all techno-commercial details **except the prices**.  
  
\*\* The Price bid must contain the price schedule and the bidder's commercial terms and conditions. For uploading Price Bid, first click on Sign Attachment, a browser window will open, select the file from the PC and click on Sign to sign the file. On Signing a new file with extension .SSIG will be created. Close that window. Next click on Add Attachment, a browser window will open, select the .SSIG signed file from the PC and name the file under Description, Assigned to General Data and click on OK to save the File.

14.7 Please do refer the User Manual provided on the portal on the procedure “How to create Response” for submitting offer.

Page 9 of 53

**NB:** All the Bids must be digitally signed using "Class-3" digital signature certificate with Organizations Name (e-commerce application) as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

14.8 The offer should contain complete specifications, details of services and equipment/accessories offered together with other relevant literature/ catalogues of the equipment offered. A scanned copy of Bid Security should be submitted with the Techno-commercial un-priced Bid in the "Technical RFX Response" tab.

14.9 Timely submission of online bids is the responsibility of the Bidders. The Bid along with all annexure and copies of documents should be submitted in e-form only through OIL's e-bidding engine. The Bid submitted in physical form against e-procurement tenders shall not be given any cognizance. However, the following documents should necessarily be submitted in physical form in sealed envelope. The Tender No. and the Date of Bid Closing/Opening must be prominently marked on the outer cover/envelope containing these documents and should be sent to Chief Manager (M & C), Oil India Limited, 2A- District Shopping Centre, Saraswati Nagar, Basni, Jodhpur -342005, Rajasthan, India so as to reach before the scheduled Bid Closing Date and Time of the Tender.

- (i) The Original Bid Security
- (ii) Power of Attorney for Signing the Bid
- (iii) Other documents required to be submitted in original as per tender requirement, if any.

#### **15.0 DEADLINE FOR SUBMISSION OF BIDS**

15.1 Bidders will not be permitted by the System to make any change in their Bid after it is uploaded. The Bidder may however request CHIEF MANAGER (M&C) for returning their Bid before the due date of submission and resubmit their bid after necessary revision/correction, if so envisaged any. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.

15.2 No bid can be submitted/uploaded after the submission deadline is reached. The system time displayed on e-procurement web page shall decide the submission deadline.

#### **16.0 EXTENSION OF BID SUBMISSION DATE/TIME:**

16.1 Normally no request for extension of Bid Closing date & Time will be entertained by Company. However, in case of any change in the specifications, non-receipt of any offer, inadequate response or for any other reasons, Company may at its discretion or otherwise, extend the Bid Closing Date and/or Time.

16.2 In the event of receipt of Single Offer within Bid Closing date & Time, OIL reserves the right to extend Bid Closing Date and/or Time as deemed fit. During extension period bidders who have already submitted the bids on or before original Bid Closing date & Time shall not be permitted to revise their bid.

16.3 In case of extension of Bid Closing Date of the Tender where a Bidder has already submitted his Bid with requisite Bid Security and Bid Validity within the original Bid Closing Date, such bidders will be asked to confirm extension of their Bid Security and Bid Validity after opening the Bids. Offers from such Bidders will be considered if they extend Bid Security and Bid Validity for the corresponding period of extension of Bid Closing date upon request from OIL. Otherwise the bid will be rejected.

## 17.0 FORMAT OF BID SUBMISSION:

17.1 Bids are to be submitted online at OILØS E-PORTAL. Detailed instructions are available in ðHELP DOCUMENTATIONö in the E-PORTAL. Guidelines for bid submission are also provided in this tender document.

17.2 The offer should contain complete specifications, details of the services, key personnel and equipment/accessories offered together with other relevant document/literature/catalogue etc. The Bid Security (Scanned Copy) mentioned in para 11.0 above should be uploaded with the Technical Bid.

17.3 The terms and conditions of the contract to be entered with the successful bidder are given in various Sections of this bid document. Bidders are requested to state their compliance/non-compliance to tender clauses as per Part-2, Section-I, **PROFORMA-I**.

## 18.0 LATE BIDS

18.1 Bidders are advised in their own interest to ensure that the bids are uploaded in the system well before the closing date and time of the bid. The Company will not be responsible for any failure to upload the Bids due to last minute rush or due to any reason.

## 19.0 MODIFICATION AND WITHDRAWAL OF BIDS

19.1 After the Bid is uploaded by the Bidder in the system, they will not be permitted by the System to make any change in their Bid. For making any such subsequent modification/correction, the Bidder has to request CHIEF MANAGER (M&C) for returning their Bid before the due date of submission and re-submit their bid after necessary revision/correction within the deadline. But no such request will be entertained once the due date for submission of Bid is reached and/or bids are opened.

19.2 The Bidder, after submission of bid, may withdraw its bid entirely by written notice to the Company prior to Bid Closing without forfeiting their Bid Security.

19.3 Bids should not be withdrawn during the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval shall result in the Bidder's forfeiture of its Bid Security.

## E. BID OPENING AND EVALUATION

### 20.0 **OPENING OF BIDS BY THE COMPANY**

20.1 The Company will open the Bids, including submissions made pursuant to para 19.0, in presence of Bidder's representatives who choose to attend at the date, time and place mentioned in the Forwarding Letter. However, the Bidder's representative must produce an authorization letter (format enclosed) from the bidder at the time of opening of tender. Unless this Letter is presented, the representative will not be allowed to attend the tender opening. The Bidders' representatives who are allowed to attend the bid opening shall sign in a register evidencing their attendance. **Only one representative against each bid will be allowed to attend.**

20.2 Bid (if any) for which an acceptable notice of withdrawal is received pursuant to above-mentioned clause 19.0 shall not be opened. On opening the remaining bids, the Company will examine the same to determine whether these are complete, requisite Bid Securities have been furnished, documents have been properly signed and the Bids are generally in order.

20.3 At bid opening, the Company will announce the Bidders' names, written notifications of bid withdrawal, if any, and such other details including submission of requisite Bid Security etc. as the Company may consider appropriate.

20.4 The Company shall prepare, for its own records, Minutes of Bid Opening including the information disclosed to those present in accordance with above sub-clauses.

20.5 To facilitate examination, evaluation and comparison of bids the Company may, at its discretion, ask the Bidders for clarifications on their bids. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted. **Bidder shall mention the name, designation, address, e-mail & fax number of the contact person authorized for providing clarifications on their bids.** All the clarifications shall be in writing and duly signed by authorized person. Clarification through e-mail should also be signed, scanned and sent in **pdf** format followed by confirmation in hard copy. Bidder must respond to clarification within the time limit as given by the Company.

20.6 Prior to detailed evaluation, the Company will determine the substantial responsiveness of each bid to the Bidding Document. For this purpose, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Document without material deviations or reservation. A materials deviation or reservation is one which effects in any substantial way the scope, quality or performance of work, or which limits in any substantial way, in consistent way with the bidding document, the Company's right or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantial responsive bids. The Company's determination of bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidences.

20.7 A Bid determined as not substantially responsive will be rejected by the Company and cannot subsequently be made responsive by the Bidder through corrections of the non-conformities.

20.8 The Company may waive minor informality or nonconformity or irregularity on a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

20.9 The Company will examine the Priced Bids to determine whether they are complete, any computational errors have not been made, the documents have been properly signed, and the bids are generally in order.

20.10 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price (that is obtained by multiplying the unit price and quantity) the unit price shall prevail and the total price shall be corrected accordingly. If any Bidder does not accept the correction of the errors, his/her bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

21.0 *Deleted.*

## 22.0 **EVALUATION AND COMPARISON OF BIDS:**

22.1 The Company will evaluate and compare the Commercial (Priced) Bids as per Bid Evaluation Criteria (Part-2, Section-I) of the tender document.

## **23.0 CONTACTING THE COMPANY**

23.1 Except as otherwise provided in paragraph 19.0 hereinabove, no bidder shall contact the Company on any matter relating to its Bid, from the time of the Bid opening to the time the Contract is awarded except as required by the Company vide para 20.0

**23.2 Any effort by a bidder to influence the Company in Company's Bid evaluation, Bid comparison or Contract award decisions, may result in rejection of that bidder's Bid.**

## **F. AWARD OF CONTRACT**

### **24.0 AWARD CRITERIA**

24.1 The Company will award the Contract to the bidder, whose Bid has been determined to be substantially responsive and to have offered the lowest evaluated cost, provided further that the bidder is determined by the Company to be qualified to perform the Contract satisfactorily.

### **25.0 COMPANY'S RIGHT TO ACCEPT OR REJECT ANY BID:**

25.1 The Company reserves the right to accept any bid and to reject any or all bids and /or to annul the bidding in entirety, at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the participating bidders of the grounds for Company's action.

### **26.0 NOTIFICATION OF AWARD OF CONTRACT**

26.1 Prior to expiry of the period of bid validity or extended validity, the Company will notify the successful bidder in writing by registered letter or fax to be confirmed in writing by registered /couriered letter) that their Bid has been accepted.

**26.2 The notification of award will constitute the formation of the Contract.**

### **27.0 SIGNING OF CONTRACT**

27.1 At the same time as the Company notifies the successful Bidder that their Bid has been accepted, the Company will either invite the bidder for signing of the Contract or send the formal Contract document. The contract document will be accompanied by the General & Special Conditions of Contract, technical specifications, scope of work, schedules of rates and all other relevant documents.

27.2 Within 15 days of receipt of the Draft Contract document, the successful bidder shall depute their authorized person having Power of Attorney to OIL's office at Jodhpur to sign the Contract or shall return it to Company with their comments on it, if any.

### **28.0 PERFORMANCE SECURITY:**

28.1 Within two weeks of receipt of notification of award of Contract from the Company, the successful Bidder shall furnish the Performance Security for an amount specified in the Forwarding Letter in the Performance Security Form as provided in the Bidding Document (Ref. Part-4, Proforma-B) from any Scheduled Bank located in India. The Performance Security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfill its obligations under the Contract.

28.2 The Bank Guarantee should be allowed to be encased at all branches within India.

28.3 The performance security specified above must be valid for four (04) months beyond the expiry date of the contract to allow Company to lodge claim, if any. The same will be discharged by Company not later than 30 days following its expiry. In the event of extension of contract, subsequent to expiry of validity of the original contract period, Contractor shall have to enhance the value of the performance security to cover 7.5% of the 01 (one) year contract value for the extended period and also to extend the validity of the performance security accordingly.

28.4 Upon the successful bidder's furnishing of performance security, the Company will promptly notify each unsuccessful bidder and will discharge their Bid security, pursuant to paragraph 11.0 of Section-II, hereinabove.

28.5 Failure of the successful bidder to comply with the requirements of paragraph 27.0 or 28.0 herein above shall constitute sufficient grounds for the annulment of award of Contract and forfeiture of the Bid Security.

**28.6 INVOCATION OF PERFORMANCE BANK GUARANTEE:**

(a) In the event of Service Provider failing to honour any of the commitments entered into under the Contract and/or in respect of any amount due from the Service Provider to the Company, the Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.

(b) Company will have the right to invoke the Performance Bank Guarantee in case the Service Provider (Contractor) fails to mobilize the equipment/tools and crew within the stipulated period irrespective of any reasons whatsoever.

28.7 **BACKING OUT BY BIDDER:** In case any bidder withdraws their bid within the bid validity period, Bid Security will be forfeited and the party will be debarred for a period of 2 (two) years.

28.9 **BACKING OUT BY L-1 BIDDER AFTER ISSUE OF LOA:** In case LOA issued is not accepted by the L1 bidder or the Performance Security is not submitted as per the terms of the contract within the time specified in the Bid Document, the Bid Security shall then be forfeited and the firm shall be debarred for 2 (two) years from the date of default.

28.10 **FURNISHING FRAUDULENT INFORMATION/DOCUMENT:** If it is found that a Bidder/Contractor has furnished fraudulent document/information, the Bid Security/Performance Security shall be forfeited and the party debarred for period of 3 (three) years from date of detection of such fraudulent act, besides the legal action.

**29.0 SECRECY OF BID DOCUMENT**

29.1 Bidders shall not disclose the Bid document or any contents thereof, or any specification, plan, drawing, pattern, information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by the Bidder without prior permission of the Company. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary.

30.0 **SET OFF CLAUSE** : Any sum of money due to and payable to the Contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by the Company (OIL) and set off against any claim of the Company (OIL) (or

such other person or persons contracting through the Company) for payment of a sum of money arising out of this contract or under any contract made by the Contractor with the Company (OIL) (or such other person or persons contracting through the Company).

31.0 General Health, Safety and Environment aspects will be as per the terms set forth in Part-4, Appendix-A.

32.0 Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971 will as per terms set forth in Part-4, Appendix-B.

**(END OF SECTION-II)**

**(END OF PART-1)**

## **PART-2**

### **SECTION-I**

#### **BID REJECTION CRITERIA (BRC)/ BID EVALUATION CRITERIA (BEC)**

##### **A. BID REJECTION CRITERIA (BRC):**

The Bid shall conform generally to the specifications and terms and conditions given in the bidding document. Bids will be rejected in case services offered do not conform to the required parameters stipulated in the technical specifications/Scope of work/Terms of reference. Notwithstanding the general conformity of the bid to the stipulated specifications, the following requirements will have to be particularly met by the bidders without which the same will be considered as non-responsive and rejected.

##### **1.0 TECHNICAL:**

1.1 Any offer which does not include all the jobs/services mentioned in the Terms of Reference/Scope of Work will be considered as incomplete and rejected.

1.2 The Bidder should have experience and expertise in providing services of such pumping units for well killing, well stimulation, injection and any other well activation job independently in any oilfield anywhere in the world. During last 07 (seven) years calculated upto the scheduled bid closing date, the bidder must have successfully carried out at least one similar pumping operation job for any E&P Company. Bidder's experience of having successfully completed similar works during last seven years should be either of the following.

- (i) Three similar completed works each costing not less INR 8.13 lacs
- (ii) Two similar completed works each costing not less INR 10.17 lacs
- (iii) One similar completed works each costing not less INR 16.27 lacs

Note: Documents establishing successful execution of contracts as above must be submitted along with the bid, failing which the offer will be rejected. These documents should be in the form of copy of contract/work order and completion certificate/payment certificate issued by the client.

1.3 The bidder must have a minimum average annual turnover of INR 6.10 lacs during last three completed financial years ending March, 2015. Bidder must provide copy of their Balance Sheet and audited profit & loss account for last three financial years in support of their eligibility in this regard.

1.4 Conditional offers will be rejected.

1.5 Bidder must have the requisite equipment and other resources/facilities as required to carry out the intended pumping jobs readily available with them. Details to be furnished along with their Bid.

1.6 The Bidder should be able to mobilize all their resources and start the work at well site in Rajasthan within three (03) days of notice by Company. Categorical confirmation in this regard must be provided in the offer.

## 2.0 COMMERCIAL

2.1 Bids are invited from reputed capable Bidders under Single (Composite) Bid System i.e. Technical as well as Commercial Bid will be opened on same day. Bidders must submit both Technical and Commercial Bids in electronic form through online OIL's e-Tender portal accordingly within the Bid Closing Date and time stipulated in the e-Tender. The technical Bid is to be submitted as per Scope of Work & Technical Specifications of the tender in **Technical RFX Response Tab** and the Price Bid as per the **Price Bid Format under Notes and Attachment Tab**.

2.2 Prices/Rates should be quoted in Indian Rupees and Price Bid Format in the form of MS-Excel sheet has been uploaded in e-Tender portal. Bidder should upload their price bid under Notes and Attachment and as per the format provided.

2.3 Prices and rates quoted by Bidders must be held firm during the term of the contract and not be subject to any variation. Bids with adjustable price terms will be rejected.

2.4 Bid Security in original must reach the office of **Chief Manager (M & C), Oil India Limited, Rajasthan Project, 2A, District Shopping Center, Saraswati Nagar, Basni, Jodhpur – 342 005**, Rajasthan, India, before the bid opening date and time, otherwise, bid will be rejected. However, timely delivery of the Bid-Security to the Office of Chief Manager (M&C) is the sole responsibility of the bidder. The amount of Bid Security shall be as specified in the Forwarding Letter. Scanned copy of this Bid Security should also be submitted / uploaded online along with the Technical Bid. Public Sector Undertakings and MSE are exempted from submission of bid security against this tender. Bid security must be valid for **30** days more than the validity of bid. Bids with Bid security not having above minimum validity will be rejected.

Bid Security may also be paid online on or before the Bid Closing Date and Time mentioned in the Tender.

**If bid security in ORIGINAL of requisite Amount (please refer Forwarding Letter) and Validity is not received or paid online within bid closing date and time, the bid submitted through electronic form will be rejected without any further consideration.**

**In case of extension of Bid Closing date against the tender where a bidder has already submitted his bid with requisite bid security validity within the original B.C. Date, such bidders will extend validity of bid security covering the extended period of the bid closing date.**

2.5 Bid must be submitted electronically only through OIL's e-procurement portal. Bid submitted in any other form will be rejected.

2.6 Bidders must quote rates in accordance with the price schedule outlined in **PRICE BID FORMAT (PROFORMA-II)**, otherwise the Bid will be rejected. The Bids in which the rates for any part of the work are not quoted shall be rejected. However, if no charge is involved for any of the work/item, **₹NIL** should be mentioned against such part of work.

2.7 Bids received by Company after the Bid Closing Date and Time will be rejected.

2.8 The User ID and Password issued by the Company are not transferable. Offers made by bidders who have not been issued User ID/password and permitted to quote will be rejected.

2.9 Bids must be kept valid for a minimum period of 120 days from the date of scheduled bid closing. Bids with inadequate validity will be rejected.

2.10 The Bids and all uploaded documents must be digitally signed using eClass 3.0 digital certificate [e-commerce application (Certificate with personal verification and Organization name)] as per Indian IT Act obtained from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India.

2.11 There must be no exception to the following Clauses including sub-clauses; otherwise the Bid will be rejected:

- Performance Security Clause
- Tax liabilities Clause
- Insurance Clause
- Force Majeure Clause
- Termination Clause
- Arbitration Clause
- Withholding Clause
- Applicable Law Clause
- Liquidated Damages & Penalty Clause

### **3.0. GENERAL**

3.1 The compliance statement (PROFORMA 01) should be fully filled up and should form a part of technical bid. In case bidder takes exception to any clause of tender document not covered under BRC/BEC, then the Company has the discretion to load or reject the offer on account of such exceptions/deviations if the bidder does not withdraw/modify the same when/as advised by the Company. The loading so done by the Company will be final and binding on the bidders.

3.2 To ascertain the substantial responsiveness of the bid the Company also reserves the right to ask the bidder for clarifications in respect of clauses covered under BRC/BEC also and such clarifications fulfilling the BEC/BRC clauses in total must be received on or before the deadline given by the Company, failing which the offer will be summarily rejected.

3.3 If any of the clauses in the BRC contradicts with other clauses of Bid Document elsewhere, then the clauses in the BRC shall prevail.

3.4 Any additional information, terms or conditions included in the Commercial (Priced) Bid will not be considered by OIL for evaluation of the offer.

3.5 The Company also reserves the right to cancel/withdraw the Tender or annul the bidding process at any time prior to award of contract, without thereby incurring any liability to the bidders or any obligation to inform the bidders of the grounds for Company's action.

## **II. BID EVALUATION CRITERIA (BEC):**

1.0 The bids conforming to services required, technical specifications, terms and conditions stipulated in the tender and considered to be responsive after subjecting to Bid Rejection Criteria will only be considered for further evaluation as per Bid Evaluation Criteria.

2.0 The Bids shall be technically evaluated based on the requirements given in Part-3, Section ó IV (Terms of Reference/Scope of works/Technical Specifications). The various requirements including personnel to be deployed by the bidder should meet the tender terms given in the bid document.

3.0 Price Bids of only the technically qualified bidders will be evaluated taking in to account the sum total cost of all components quoted by the bidders as per Price Bid Format (PROFORMA ó II) and the contract will be awarded to the lowest evaluated bidder. The headings(s) mentioned in Proforma-II are summarized one for which the details are provided in Part-3, Section- IV of the tender document. Priced Bids will be evaluated on the basis of total cost for the period of 1 (one) year and the contract will be signed with successful bidder accordingly.

4.0 Arithmetical errors, if any, in the price bids will be rectified on the following basis. öIf there is a discrepancy between the Unit Rate and Total Amount (that is obtained by multiplying Unit Rate with Quantity), the unit rate shall prevail and the total amount shall be corrected accordingly. Similarly, if there is a discrepancy between words and figures, the amount quoted in words will prevail. Any bidder who does not accept the said correction procedure, their bid will be rejected.ö

**NOTE: If any of the clauses in the BEC/BRC contradict with other clauses of bidding document elsewhere, then the clauses in the BEC/BRC shall prevail.**

**STATEMENT OF COMPLIANCE**

**(Only exceptions/deviations to be rendered)**

<b>SECTION NO. (PAGE NO.)</b>	<b>CLAUSE NO. SUB-CLAUSE NO.</b>	<b>COMPLIANCE/ NON COMPLIANCE</b>	<b>REMARKS</b>

**(Authorised Signatory)**

**Name of the bidder**\_\_\_\_\_

NOTE: OIL INDIA LIMITED expects the bidders to fully accept the terms and conditions of the bid document. However, should the bidders still envisage some exceptions/deviations to the terms and conditions of the bid document; the same should be indicated here and put in the un-priced bid. If the proforma is left blank, then it would be presumed that the bidder has not taken any exception/deviation to the terms and conditions of the bid document.

**PRICE BID FORMAT / SCHEDULE OF RATES**

Bidders must quote their rates strictly as per following format, which will be used for commercial evaluation of bids.

SL NO (1)	DESCRIPTION OF SERVICES (2)	UOM (3)	QTY (4)	UNIT RATE (INR) (5)	TOTAL PRICE (INR) (6=4X5)
1.0	Mobilization charge	Lump Sum	6.00		
2.0	Operating Charge Per Hour	Per Hour	150.00		
3.0	Standby Charge Per day	Per Day	36.00		
4.0	Demobilization charge	Lump Sum	6.00		
5.0	Inter-location Movement (Within 20 Km)	No	5.00		
6.0	Inter-location Movement (Per Km beyond 20)	KM	250.00		

**NOTE:**

1. Assumptions made in respect of the number of days/parameters above for various operations are only for the purpose of evaluation of the bids. The Operator/ Contractor will be paid on the basis of the actual number of days/parameters, as the case may be.
2. Rates quoted above must be inclusive of all taxes, duties and levies including Service Tax, Corporate/personal taxes etc. However, the quantum included towards same must be indicated separately.

**(END OF SECTION-I)**

**(END OF PART-2)**

## PART-3

### SECTION – I

#### GENERAL CONDITION OF CONTRACT

##### 1.0 DEFINITIONS:

##### 1.1 In the contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means agreement entered into between Company and Contractor, as recorded in the contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- (b) "The Contract Price" means the price payable to Contractor under the contract for the full and proper performance of its contractual obligations;
- (c) "The Work" means each and every activity required for the successful performance of the services described in Section II, the Terms of Reference.
- (d) "Company" or "OIL" means Oil India Limited;
- (e) "Contractor" means the Contractor performing the work under this Contract.
- (f) "Contractor's Personnel" mean the personnel to be provided by the Contractor to provide services as per the contract.
- (g) "Company's Personnel" mean the personnel to be provided by OIL or OIL's Contractor (other than the Contractor executing the Contract). The Company representatives of OIL are also included in the Company's personnel.
- (h) "Gross Negligence" means any act or failure to act (whether sole, joint or concurrent) by a person or entity which was intended to cause, or which was in reckless disregard of or wanton indifference to, avoidable and harmful consequences such person or entity knew, or should have known, would result from such act or failure to act. Notwithstanding the foregoing, Gross negligence shall not include any action taken in good faith for the safeguard of life or property.
- (i) "Wilful Misconduct" means intentional disregard of good and prudent standards of performance or proper conduct under the Contract with knowledge that it is likely to result in any injury to any person or persons or loss or damage of property.

##### 2.0 MOBILISATION, EFFECTIVE DATE, COMMENCEMENT DATE AND DURATION OF CONTRACT:

2.1 The contract shall become effective as of the date Company notifies the successful bidder in writing (through Letter of Award) that they have been awarded the contract consequent upon acceptance of their offer by Company and it shall remain valid for 01 (one) year with a provision for extension for a further period of 06 (six) months at the same rates, terms and conditions.

2.2 **Mobilization and demobilization:** As and when the requirement of Mobile Pumping Unit Services as provisioned in the contract comes up, Company will issue advance notice to the Contractor giving clear three (03) days time to mobilize their tools, equipment and personnel to take up the jobs accordingly at the designated site. The Contractor then immediately on receipt of such mobilisation notice will mobilise the resources up to the site as requisitioned within three (03) days (including the journey time). On completion of the site jobs in consistence with the

requisition from Company, the Contractor will demobilize their resources from site to their base. All related costs towards the mobilisation and demobilization as above will be entirely borne by the Contractor and the rates to be quoted accordingly. Also, food, accommodation and preliminary medical facilities etc. as required for Contractor's Crew at well site during the job execution will be the sole responsibility of the Contractor.

**3.0 GENERAL OBLIGATIONS OF CONTRACTOR:** Contractor shall, in accordance with and subject to the terms and conditions of the Contract:

3.1 Perform the work described in the Scope of Work/Terms of Reference (Part-3, Section - IV) in most safe and cost effective manner accepted in accordance with international oilfield practice.

3.2 Contractor shall give or provide all necessary supervision during the performance of the services and as long thereafter as Company may consider necessary for the proper fulfilling of Contractor's obligations under the contract.

3.3 Contractor shall arrange for transportation of their equipment / tools / spares / consumables from Contractor's yard up to the designated well site of OIL in western Rajasthan and take back the same after job completion at their own expenses.

3.4 Contractor shall keep their equipment in good working order and shall begin the work with sufficient spares to avoid interruption/suspension of operations in between.

3.5 Contractor shall furnish to Company the details of all equipment, duration of deployment of each equipment, spares and consumable etc. which they are offering for execution of this contract. These details shall include year of manufacture, date of purchase, name of manufacturer/supplier, make, model, serial number, specifications, country of origin, duration of deployment etc.

3.6 Contractor shall furnish Bio-data of their key personnel who shall be operating/supervising the jobs at site.

3.7 Contractor shall bear all expenses on account of repair/replacement of all their equipment etc. consequent upon any damage/loss/non-performance during the course of operation/ job execution in the well.

3.8 Contractor shall be bound by laws and regulations of Government of India and other statutory bodies in India.

3.9 Contractor shall bear all taxes including road tax, entry tax and insurance premiums for their vehicles purchased in India including registration fees, fitness fees and road/goods taxes etc.

3.10 Contractor shall bear all costs for transportation of their equipment and other materials.

3.11 Contractor shall use to the fullest extent all facilities available in India provided they are technically / operationally acceptable.

3.12 Contractor shall follow its own safety rules, in addition to rules prescribed under Indian Laws in this respect.

3.13 Contractor shall arrange all entry permits, inner line permits etc. wherever required, in respect of its staff deployed under the contract. Company shall, however, issue necessary letters

only to Contractor for the same. Normally Contractor will request for issue of such letters at least seven working days in advance.

3.14 Contractor shall arrange food accommodation and medical facilities as required for their personnel at well site during the job execution at their cost. OIL will only provide leveled empty area for Contractor to establish temporary camp near the well site, if asked for.

3.15 Perform all other obligations, work and services which are required by the terms of this contract or which reasonably can be implied from such terms as being necessary for the successful and timely completion of the work.

3.16 Contractor shall be deemed to have satisfied himself before submitting his bid as to the correctness and sufficiency of its bid for the services required and of the rates and prices quoted, which rates and prices shall, except in so far as otherwise provided, cover all its obligations under the contract.

4.0 GENERAL OBLIGATIONS OF THE COMPANY: Company shall, in accordance with and subject to the terms and conditions of the contract:

4.1 Pay Contractor in accordance with terms and conditions of the contract.

4.2 Allow Contractor and their personnel access, subject to normal security and safety procedures, to all areas as required for orderly performance of the work.

4.3 Services of Rig, Mobile Crane and area lighting at the location/well will be provided by OIL as and when required by the Contractor for their performance.

4.4 The Company shall provide, if required, all necessary documents for clearance from Govt. of India or States or their departments or undertakings and will extend all possible assistance and necessary help to the Contractor. The Contractor will give Company seven clear working days for arranging such documents/certificates, provided all the documents submitted by the Contractor are in order.

4.5 Company shall organise all possible help from local government/administration to Contractor's personnel and equipment in case of natural disasters, civil disturbances and epidemics.

4.6 Perform all other obligations of the Company required by the terms of the contract.

5.0 PERSONNEL TO BE DEPLOYED BY THE CONTRACTOR :

5.1 Contractor warrants that it shall provide competent, qualified and sufficiently experienced personnel to perform the work correctly and efficiently in consistence with contractual provisions.

5.2 The Contractor should ensure that their personnel observe applicable Company and statutory safety requirement. Upon Company's written request, the Contractor, entirely at its own expense, shall remove immediately, any personnel of the Contractor determined by the Company to be unsuitable and shall promptly replace such personnel with personnel acceptable to the Company.

5.3 The Contractor shall be solely responsible throughout the period of the contract for providing all requirements of their personnel including but not limited to, their transportation to & fro from their base up to Company's drilling locations, enroute/ local boarding, lodging & medical attention etc. Company shall have no responsibility or liability in this regard.

5.4 Contractor will be solely responsible for food, accommodation and medical facilities etc. at well site during operation.

5.5 Contractor's key personnel shall be conversant in English language.

#### 6.0 WARRANTY AND REMEDY OF DEFECTS:

6.1 Contractor warrants that it shall perform the work in a professional manner and in accordance with their highest degree of quality, efficiency, and with the state of the art technology/inspection services and in conformity with all specifications, standards and drawings set forth or referred to in the Technical Specifications. They should comply with the instructions and guidance, which Company may give to the Contractor from time to time.

6.2 Should Company discover at any time during the tenure of the Contract or within 3 months from the date of Completion of Contract or till the Unit/equipment/tools are demobilised from site or base camp (if applicable) that the work does not conform to the foregoing warranty, Contractor shall after receipt of notice from Company, promptly perform any and all corrective work required to make the services conform to the Warranty. Such corrective Work shall be performed entirely at Contractor's own expenses. If such corrective Work is not performed within a reasonable time, the Company, at its option may have such remedial Work performed by others and charge the cost thereof to Contractor subject to a maximum of the contract value payable for the defective work which needs corrective action which the Contractor must pay promptly. In case Contractor fails to perform remedial work, or pay promptly in respect thereof, the performance security shall be forfeited.

#### 7.0 CONFIDENTIALITY, USE OF CONTRACT DOCUMENTS AND INFORMATION:

7.1 Contractor shall not, without Company's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing pattern, sample or information furnished by or on behalf of Company in connection therewith, to any person other than a person employed by Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance with prior permission from Company. However, nothing hereinabove contained shall deprive the Contractor of the right to use or disclose any information:

(a) which is possessed by the Contractor, as evidenced by the Contractor's written records, before receipt thereof from the Company which however the Contractor shall immediately inform to Company ;

or

(b) which is required to be disclosed by the Contractor pursuant to an order of a court of competent jurisdiction or other governmental agency having the power to order such disclosure, provided the Contractor uses its best efforts to provide timely notice to Company of such order to permit Company an opportunity to contest such order subject to prior permission from Company.

7.2 Contractor shall not, without Company's prior written consent, make use of any document or information except for purposes of performing the contract.

7.3 Any document supplied to the Contractor in relation to the contract other than the Contract itself remain the property of Company and shall be returned (in all copies) to Company

on completion of Contractor's performance under the Contract if so required by Company. However, the above obligation shall not extend to information which:

- i) is, at the time of disclosure, known to the public which Contractor shall immediately inform Company ;
- ii) is lawfully becomes at a later date known to the public through no fault of Contractor subject to Contractor's undertaking that no information has been divulged by them to the public;
- iii) is lawfully possessed by Contractor before receipt thereof from Company which should be immediately informed to Company;
- iv) is developed by Contractor independently of the information disclosed by Company which should be shared with the Company;
- v) Contractor is required to produce before competent authorities or by court order subject to prior permission from Company;

#### 8.0 **TAXES:**

8.1 Tax levied on Contractor as per the provisions of Indian Income Tax Act and any other enactment/rules on income derived/payments received under the contract will be on Contractor's account.

8.2 Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India by Contractor.

8.3 The Contractor shall furnish to the Company, if and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them in accordance with provisions under the law. Other than the information provided by the Contractor, the Contractor shall not be responsible for any inaccurate information provided by the Company to the Tax authorities and the Company shall indemnify the Contractor for all claims, expenses, costs or losses of any nature arising from such inaccuracy. Contractor shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

8.4 Prior to start of operations under the contract, the Contractor shall furnish the Company with the necessary documents, as asked for by the Company and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

8.5 Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time and Company will issue TDS Certificate to the Contractor as per the provisions of Income Tax Act.

8.6 Corporate and personnel taxes on Contractor shall be the liability of the Contractor and the Company shall not assume any responsibility on this account.

8.7 All local taxes, levies and duties, sales tax, octroi, etc. on purchases and sales made by Contractor (except customs duty) shall be borne by the Contractor.

8.8 Service Tax: The price is inclusive of Services Tax and the quantum of service tax included in the quoted price must be indicated separately

## 9.0 INSURANCE:

9.1 The Contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment(except when tools/equipment are below Rotary Table or in the well bore) belonging to the Contractor or its subcontractor (if applicable) during the currency of the contract including the third party items/consumables. For materials/equipment belong to the Contractor or its sub-contractor, Contractor may self-insure the same.

9.2 Contractor shall at all time during the currency of the contract provide, pay for and maintain the following insurances amongst others except when tools/equipment are below Rotary Table or in the well bore :

- a) Workmen compensation insurance as required by the laws of the country of origin of the employee.
- b) Employer's Liability Insurance as required by law in the country of origin of employee.
- c) General Public Liability Insurance or Comprehensive General Liability insurance covering liabilities including contractual liability for bodily injury, including death of persons, and liabilities for damage of property. This insurance must cover all operations of Contractor required to fulfil the provisions under this contract.
- d) Contractor's equipment used for execution of the work hereunder shall have an insurance cover with a suitable limit (as per international standards) except when tools / equipment are below Rotary Table or in the well bore or Contractor may self-insure its tools/ equipment.
- e) Automobile Public Liability Insurance covering owned, non-owned and hired automobiles used in the performance of the work hereunder, with bodily injury limits and property damage limits as governed by Indian Insurance regulations.
- f) Public Liability Insurance as required under Public Liability Insurance Act 1991, if applicable.

9.3 Any deductible set forth in any of the above insurance shall be borne by Contractor.

9.4 Contractor shall furnish to Company prior to commencement date, certificates of all its insurance policies covering the risks mentioned above.

9.5 If any of the above policies expire or are cancelled during the term of this contract and Contractor fails for any reason to renew such policies, then the Company will renew/replace same and charge the cost thereof to Contractor. Should there be a lapse in any insurance required to be carried out by the Contractor for any reason whatsoever, loss/damage claims resulting there from shall be to the sole account of Contractor.

9.6 Contractor shall require all of his sub-Contractor to provide such of the foregoing insurance coverage as Contractor is obliged to provide under this Contract and inform the Company about the coverage prior to the commencement of agreements with its sub-Contractors.

9.7 All insurance taken out by Contractor or their sub-contractor shall be endorsed to provide that the underwriters waive their rights of recourse on the Company and to the extent of the liabilities assumed by Contractor under this Contract.

## 10.0 CHANGES:

10.1 During the performance of the work, Company may make minor change to take care of any supplementary work within the general scope of this Contract including, but not limited to, changes in methodology, and minor additions to or deletions from the work to be performed. Contractor shall perform the work as changed. Changes of this nature will be affected by written order by the Company.

10.2 If any change result in an increase in compensation due to Contractor or in a credit due to Company, Contractor shall submit to Company an estimate of the amount of such compensation or credit in a form prescribed by Company. Such estimates shall be based on the rates shown in the Schedule of Rates. Upon review of Contractor's estimate, Contractor shall establish and set forth in the Change Order the amount of the compensation or credit for the change or a basis for determining a reasonable compensation or credit for the change. If Contractor disagrees with compensation or credit set forth in the Change Order, Contractor shall nevertheless perform the work as changed, and the parties will resolve the dispute in accordance with Clause 13 hereunder. Contractor's performance of the work as changed will not prejudice Contractor's request for additional compensation for work performed under the Change Order.

## 11.0 FORCE MAJEURE:

11.1 In the event of either party being rendered unable by 'Force Majeure' to perform any obligation required to be performed by them under the contract, the relative obligation of the party affected by such 'Force Majeure' will stand suspended for the period during which such cause lasts. The word 'Force Majeure' as employed herein shall mean acts of God, war, revolt, agitation, strikes, riot, fire, flood, sabotage, civil commotion, road barricade (but not due to interference of employment problem of the Contractor), acts of government of the two parties, which makes performance impossible or impracticable and any other cause, whether of kind herein enumerated or otherwise which are not within the control of the party to the contract and which renders performance of the contract by the said party impossible.

11.2 Upon occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Seventy Two (72) hours of the alleged beginning and ending thereof, giving full particulars and satisfactory evidence in support of its claim.

11.3 Should force majeure condition as stated above occurs and should the same be notified within seventy two (72) hours after its occurrence the force majeure rate shall apply for the first fifteen days. Parties will have the right to terminate the Contract if such force majeure conditions continue beyond fifteen (15) days with prior written notice. Should either party decide not to terminate the Contract even under such condition, no payment would apply after expiry of fifteen (15) days force majeure period unless otherwise agreed to.

## 12.0 TERMINATION:

12.1 TERMINATION ON EXPIRY OF THE TERMS (DURATION): The contract shall be deemed to have been automatically terminated on the expiry of duration of the Contract or the extension period, if exercised by Company under the provision of the Contract.

12.2 TERMINATION ON ACCOUNT OF FORCE MAJEURE: Either party shall have the right to terminate this Contract on account of Force Majeure as set forth in Article 11.0 above.

12.3 **TERMINATION ON ACCOUNT OF INSOLVENCY:** In the event that the Contractor or its collaborator at any time during the term of the Contract, becomes insolvent or makes a voluntary assignment of its assets for the benefit of creditors or is adjudged bankrupt, then the Company shall, by a notice in writing have the right to terminate the Contract and all the Contractor's rights and privileges hereunder, shall stand terminated forthwith.

12.4 **TERMINATION FOR UNSATISFACTORY PERFORMANCE:** If the Company considers that, the performance of the Contractor is unsatisfactory, or not up to the expected standard, the Company shall notify the Contractor in writing and specify in details the cause of the dissatisfaction. The Company shall have the option to terminate the Contract by giving 15 days notice in writing to the Contractor, if Contractor fails to comply with the requisitions contained in the said written notice issued by the Company.

12.5 **TERMINATION DUE TO CHANGE OF OWNERSHIP & ASSIGNMENT:** In case the Contractor's rights and /or obligations under this Contract and/or the Contractor's rights, title and interest to the equipment/ material, are transferred or assigned without the Company's consent, the Company may at its absolute discretion, terminate this Contract.

12.6 If at any time during the term of this Contract, breakdown of Contractor's equipment results in Contractors being unable to perform their obligations hereunder for a period of 15 successive days, Company at its option, may terminate this Contract in its entirety without any further right or obligation on the part of the Company, except for the payment of money then due. No notice shall be served by the Company under the condition stated above.

12.7 Notwithstanding any provisions herein to the contrary, the Contract may be terminated at any time by the Company on giving 30 (thirty) days written notice to the Contractor due to any other reason not covered under the above clause from 12.1 to 12.6 and in the event of such termination the Company shall not be liable to pay any cost or damage to the Contractor except for payment for services as per the Contract up to the date of termination including the De-mob cost, if any.

12.8 **CONSEQUENCES OF TERMINATION:** In all cases of termination herein set forth, the relative obligations of the parties to the Contract shall be limited to the period up to the date of termination. Notwithstanding the termination of this Contract, the parties shall continue to be bound by the provisions of this Contract that reasonably require some action or forbearance after such termination.

12.9 Upon termination of this Contract, Contractor shall return to Company all of Company's items, which are at the time in Contractor's possession.

12.10 In the event of termination of contract, Company will issue Notice of termination of the contract with date or event after which the contract will be terminated. The contract shall then stand terminated and the Contractor shall demobilize their personnel & materials.

13.0 **SETTLEMENT OF DISPUTES AND ARBITRATION:**

13.1 **Arbitration (Applicable for Suppliers/Contractors other than PSU):**

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, in connection with construction, meaning, operation, effect, interpretation of the contract or breach thereof which parties are unable to settle mutually, the same shall be referred to Arbitration as provided hereunder :

1. A party wishing to commence arbitration proceeding shall invoke Arbitration Clause by giving 30 days notice to the other party. The notice invoking arbitration shall specify all the points of dispute with details of the amount claimed to be referred to arbitration at the time of invocation of arbitration and not thereafter. If the claim is in foreign currency, the claimant shall indicate its value in Indian Rupee for the purpose of constitution of the arbitral tribunal.
2. The number of arbitrators and the appointing authority will be as under:

Claim amount (excluding claim for interest and counter claim, if any)	Number of Arbitrator	Appointing Authority
Up to INR 5 Crore	Sole Arbitrator	OIL
Above INR 5 Crore	3 Arbitrators	One Arbitrator by each party and the 3 <sup>rd</sup> Arbitrator, who shall be the presiding Arbitrator, by the two Arbitrators.

3. The parties agree that they shall appoint only those persons as arbitrators who accept the conditions of the arbitration clause. No person shall be appointed as Arbitrator or Presiding Arbitrator who does not accept the conditions of the arbitration clause.
4. Parties agree that there will be no objection if the Arbitrator appointed holds equity shares of OIL and/or is a retired officer of OIL/any PSU. However, neither party shall appoint its serving employees as arbitrator.
5. If any of the Arbitrators so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the concerned party/arbitrators to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same ; otherwise, he shall proceed de novo.
6. Parties agree that neither shall be entitled for any pre-reference or pendente-lite interest on its claims. Parties agree that any claim for such interest made by any party shall be void.
7. The arbitral tribunal shall make and publish the award within time stipulated as under:

Amount of Claims and counter claims(excluding interest)	Period for making and publishing of the award(counted from the date of first meeting of the Arbitrators)
Up to INR 5 Crore	Within 8 months
Above INR 5 Crore	Within 12 months

The above time limit can be extended by Arbitrator, for reasons to be recorded in writing, with the consent of the other parties.

8. If after commencement of the arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to conciliation, the arbitrators shall put the proceedings in abeyance until such period as requested by the parties.

9. Each party shall be responsible to make arrangements for the travel and stay etc. of the arbitrator pointed by it. Claimant shall also be responsible for making arrangements for travel/stay arrangements of the Presiding Arbitrator and the expenses incurred shall be shared equally by the parties.

In case of sole arbitrator, OIL shall make all necessary arrangements for his travel, stay and the expenses incurred shall be shared equally by the parties.

10. The Arbitration shall be held at the place from where the contract has been awarded. However, parties to the contract can agree for a different place for the convenience of all concerned.
11. The Arbitrator(s) shall give reasoned and speaking award and it shall be final and binding on the parties.
12. Subject to aforesaid, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof shall apply to the arbitration proceedings under this clause.

13.2 Arbitration (applicable in case of Contract awarded on Public Sector Enterprise):

In the event of any dispute or difference relating to, arising from or connected with the Contract, such dispute or difference shall be referred by either party to the arbitration of one of the Arbitrators in the Department of Public Enterprises, to be nominated by the Secretary to the Government of India, In-Charge of the Bureau of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided however; any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of the arbitration as intimated by the Arbitrator.

The venue of all arbitrations under both 13.1 & 13.2 will be Jodhpur, Rajasthan. The award made in pursuance thereof shall be binding on the parties.

14.0 NOTICES:

14.1 Any notice given by one party to other, pursuant to this Contract shall be sent in writing or by telex or Fax and confirmed in writing to the applicable address specified below:

Company:		Contractor:
For contractual matters Chief Manager (M&C) OIL INDIA LIMITED Rajasthan Project Jodhpur-342005	For technical matters Head-Production OIL INDIA LIMITED Rajasthan Project Jodhpur-342005	Fax No.: Tel. No.: E-mail:

14.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

15.0 SUBCONTRACTING/ASSIGNMENT:

15.1 Contractor shall not subcontract, transfer or assign the contract, in full or any part under this contract, to any third party (ies). Except for the main services under this contract, Contractor may sub-contract the petty support services subject to Company's prior approval. However, Contractor shall be fully responsible for complete execution and performance of the services under the Contract.

#### 16.0 MISCELLANEOUS PROVISIONS:

16.1 Contractor shall give notices and pay all fees at their own cost required to be given or paid by any National or State Statute, Ordinance, or other Law or any regulation, or bye-law of any local or other duly constituted authority as may be in force from time to time in India, in relation to the performance of the services and by the rules & regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the services.

16.2 Contractor shall conform in all respects with the provisions of any Statute, Ordinance of Law as aforesaid and the regulations or bye-law of any local or other duly constituted authority which may be applicable to the services and with such rules and regulation public bodies and Companies as aforesaid and shall keep Company indemnified against all penalties and liability of every kind for breach of any such Statute, Ordinance or Law, regulation or bye-law.

16.3 During the tenure of the Contract, Contractor shall keep the site where the services are being performed reasonably free from all unnecessary obstruction and shall store or dispose of any equipment and surplus materials and clear away and remove from the site any wreckage, rubbish or temporary works no longer required. On the completion of the services, Contractor shall clear away and remove from the site any surplus materials, rubbish or temporary works of every kind and leave the whole of the site clean and in workmanlike condition to the satisfaction of the Company.

16.4 Key personnel cannot be changed during the tenure of the Contract except due to sickness/death/resignation of the personnel in which case the replaced person should have equal experience and qualification, which will be again subject to approval, by the Company.

#### 17.0 LIQUIDATED DAMAGES

##### 17.1 LIQUIDATED DAMAGES FOR DEFAULT IN TIMELY MOBILISATION:

Contractor is to ensure mobilization of entire package with manpower at the designated well site in Rajasthan within 3 days of receipt of notice from Company against each call. In the event of the Contractor's default in timely mobilization for commencement of job within the agreed period as stipulated in the contract, the Contractor shall be liable to pay liquidated damages @ 0.5% of the total evaluated one(01) year contract cost for delay of each week or part thereof, subject to maximum of 7.5%. The Liquidated damages will be reckoned from the date after expiry of scheduled mobilization period till the date of actual commencement of contract as defined in the contract document. The Company also reserves the right to cancel the contract without any compensation whatsoever in case of Contractor's failure to mobilize and commence operation within the stipulated period.

17.2 Once the equipment, accessories and manpower etc. as per provision of contract are mobilised at site by the Contractor and mobile pumping unit job is resumed, it is expected that the services are carried out without any interruption. However, in case the operation is suspended for more than one hour for reasons solely attributable to the Contractor, penalty @ 200% of the Standby charges/Rental day rate will become payable by the Contractor to Company per hour of delay or part thereof for the entire period of such interruption. Additionally, no charges like

standby or operating charges will be payable during the period of haultage/suspension of work, if the reason of suspension is solely attributable to the Contractor

18.0 PERFORMANCE SECURITY: The Contractor has furnished to Company a Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ issued by \_\_\_\_\_ for \_\_\_\_\_ (being 7.5 % of one year Contract Value) valid till \_\_\_\_\_ towards performance security. The performance security shall be payable to Company as compensation for any loss resulting from Contractor's failure to fulfil their obligations under the Contract. In the event of extension of the Contract period, the validity of the bank guarantee shall be suitably extended by the Contractor. The bank guarantee will be discharged by Company not later than 30 days following its expiry.

#### 18.1 INVOCATION OF PERFORMANCE BANK GUARANTEE:

(a) In the event of Service Provider failing to honour any of the commitments entered into under the Contract and/or in respect of any amount due from the Service Provider to the Company, the Company shall have an unconditional option under the guarantee to invoke the Performance Bank Guarantee and claim the amount from Bank.

(b) Company will have the right to invoke the Performance Bank Guarantee in case the Service Provider (Contractor) fails to mobilize the equipment/tools and crew within the stipulated period irrespective of any reasons whatsoever.

19.0 Deleted.

20.0 Deleted.

#### 21.0 LIABILITY:

21.1 Except as otherwise expressly provided, neither Company nor its servants, agents, nominees, Contractors, or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss of or damage to the property of the Contractor and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Company and/or its servants, agent, nominees, assignees, contractors and sub-Contractors. The Contractor shall protect, defend, indemnify and hold harmless Company from and against such loss or damage and any suit, claim or expense resulting there from.

21.2 Neither Company nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever for injury to, illness, or death of any employee of the Contractor and/or of its Contractors or sub-contractor irrespective of how such injury, illness or death is caused and even if caused by the negligence of Company and/or its servants, agents nominees, assignees, Contractors and sub-contractors. Contractor shall protect, defend, indemnify and hold harmless Company from and against such liabilities and any suit, claim or expense resulting there from.

21.3 The Contractor hereby agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of the Contractor and/or its sub-contractors and/or their employees when such loss or damage or liabilities arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.

21.4 The Contractor hereby further agrees to waive its right of recourse and agrees to cause its underwriters to waive their right of subrogation against Company and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Contractor and of its contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the contract limited to the Contractor's liabilities agreed to under this Contract.

21.5 Except as otherwise expressly provided, neither Contractor nor its servants, agents, nominees, Contractors or sub-contractors shall have any liability or responsibility whatsoever to whomsoever for loss of or damage to the equipment and/or loss or damage to the property of the Company and/or their Contractors or sub-contractors, irrespective of how such loss or damage is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. The Company shall protect, defend, indemnify and hold harmless Contractor from and against such loss or damage and any suit, claim or expense resulting there from.

21.6 Neither Contractor nor its servants, agents, nominees, assignees, Contractors, sub-contractors shall have any liability or responsibility whatsoever to whomsoever for injury or illness, or death of any employee of the Company and/or of its Contractors or sub-contractors irrespective of how such injury, illness or death is caused and even if caused by the negligence of Contractor and/or its servants, agents, nominees, assignees, Contractors and sub-contractors. Company shall protect, defend indemnify and hold harmless Contractor from and against such liabilities and any suit, claim or expense resulting there from.

21.7 The Company agrees to waive its right of recourse and further agrees to cause its underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for loss or damage to the equipment of Company and/or its contractors or sub-contractors when such loss or damage or liabilities arises out of or in connection with the performance of the contract.

21.8 The Company hereby further agrees to waive its right of recourse and agrees to cause it underwriters to waive their right of subrogation against Contractor and/or its underwriters, servants, agents, nominees, assignees, Contractors and sub-contractors for injury to, illness or death of any employee of the Company and of its Contractors, sub-contractors and/or their employees when such injury, illness or death arises out of or in connection with the performance of the Contract.

## 22.0 INDEMNITY AGREEMENT:

22.1 Except as provided hereof Contractor agrees to protect, defend, indemnify and hold Company harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Contractor's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

22.2 Except as provided hereof Company agrees to protect, defend, indemnify and hold Contractor harmless from and against all claims, suits, demands and causes of action, liabilities, expenses, cost, liens and judgments of every kind and character, without limit, which may arise in favour of Company's employees, agents, contractors and sub-contractors or their employees on account of bodily injury or death, or damage to personnel/property as a result of the operations contemplated hereby, regardless of whether or not said claims, demands or causes of action arise out of the negligence or otherwise, in whole or in part or other faults.

23.0 INDEMNITY APPLICATION: The indemnities given herein above, whether given by Company or Contractor shall be without regard to fault or to the negligence of either party even though said loss, damage, liability, claim, demand, expense, cost or cause of action may be caused, occasioned by or contributed to by the negligence, either sole or concurrent of either party.

24.0 SET-OFF: Any sum of money due and payable to the Contractor (including Performance Security refundable to them) under this or any other Contract may be appropriated by OIL and set-off against any claim of OIL (or such other person or persons contracting through OIL) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with OIL (or such other person or persons contracting through OIL).

25.0 WITHHOLDING: Company may withhold or nullify the whole or any part of the amount due to Contractor, after informing the Contractor of the reasons in writing, on account of subsequently discovered evidence in order to protect Company from loss on account of :-

- a) For non-completion of jobs assigned as per Tender.
- b) Contractor's indebtedness arising out of execution of this Contract.
- c) Defective work not remedied by Contractor.
- d) Claims by sub-Contractor of Contractor or others filed or on the basis of reasonable evidence indicating probable filing of such claims against Contractor.
- e) Failure of Contractor to pay or provide for the payment of salaries/ wages, contributions, unemployment compensation, taxes or enforced savings with-held from wages etc.
- f) Failure of Contractor to pay the cost of removal of unnecessary debris, materials, tools, or machinery.
- g) Damage to another Contractor of Company.
- h) All claims against Contractor for damages and injuries, and/or for non-payment of bills etc.
- i) Any failure by Contractor to fully reimburse Company under any of the indemnification provisions of this Contract. If, during the progress of the work Contractor shall allow any indebtedness to accrue for which Company, under any circumstances in the opinion of Company may be primarily or contingently liable or ultimately responsible and Contractor shall, within five days after demand is made by Company, fail to pay and discharge such indebtedness, then Company may during the period for which such indebtedness shall remain unpaid, with-hold from the amounts due to Contractor, a sum equal to the amount of such unpaid indebtedness.

Withholding will also be effected on account of the following:-

- i) Garnishee Order issued by a Court of Law in India.
- ii) Income-tax deductible at source according to law prevalent from time to time in the country.
- iii) Any obligation of Contractor which by any law prevalent from time to time to be discharged by Company in the event of Contractor's failure to adhere to such laws.
- iv) Any payment due from Contractor in respect of unauthorised imports.

25.1 When all the above grounds for withholding payments shall be removed, payment shall thereafter be made for amounts so with-hold.

25.2 Notwithstanding the foregoing, the right of Company to withhold shall be limited to damages, claims and failure on the part of Contractor, which is directly/indirectly related to some negligent act or omission on the part of Contractor relating to the Contractor's obligation on the Contract..

## 26.0 APPLICABLE LAW:

26.1 The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with the laws of India for the time being in force and shall be subject to the exclusive jurisdiction of Courts situated in Jodhpur..

26.2 The Contractor shall ensure full compliance of various Indian Laws and Statutory Regulations, to the extent applicable, as stated below, but not limited to, in force from time to time and obtain necessary permits/ licenses etc. from appropriate authorities for conducting operations under the Contract:

- a) The Mines Act 1952- as applicable to safety and employment conditions
- b) The Minimum Wages Act, 1948
- c) The Oil Mines Regulations, 1984
- d) The Workmen's Compensation Act, 1923
- e) The Payment of Wages Act, 1963
- f) The Payment of Bonus Act, 1965
- g) The Contract Labour (Regulation & Abolition) Act, 1970 and the rules framed there under
- h) The Employees Pension Scheme, 1995
- i) The Interstate Migrant Workmen Act., 1979 (Regulation of employment and conditions of service)
- j) The Employees Provident Fund and Miscellaneous Provisions Act, 1952
- k) The RST Act
- l) Service Tax Act
- m) Customs & Excise Act & Rules
- n) Rajasthan Entry Tax Act

27.0 RECORDS, REPORTS AND INSPECTION: The Contractor shall, at all times, permit the Company and its authorised employees and representatives to inspect all the Work performed and to witness and check all the measurements and tests made in connection with the said work. The Contractor shall keep an authentic, accurate history and logs including safety records of each IP survey section with major items consumed, which shall be open at all reasonable times for inspection by the Company designated representatives and its authorised employees and representatives. The Contractor shall provide the Company designated representatives with a daily written report, on form prescribed by the Company showing details of operations during the preceding 24 hours and any other information related to the said IP survey requested by the Company whenever so requested. The Contractor shall not, without Company's written consent allow any third person(s) access to the said survey, or give out to any third person information in connection therewith.

28.0 SUBSEQUENTLY ENACTED LAWS: Subsequent to the date of issue of letter of award if there is a change in or enactment of any law or change in application or enforcement or interpretation of existing law by any governmental authority or public body, which results in addition/ reduction in cost to Contractor on account of the operation contemplated under the Contract, the Company/Contractor shall reimburse the Contractor/pay Company for such additional/reduced costs actually incurred/saved by Contractor, subject to the submission of documentary evidence by Contractor/Company.

29.0 ROYALTY AND PATENTS: Each party shall hold harmless and indemnify the other from and against all claim and proceedings for or on account of any patent rights, design, trade mark or other protected rights arising from any use of materials, equipment, processes,

inventions and methods which have not been imposed on the attending party by the terms of the contract or the specifications or drawings forming part thereof.

30.0 LIMITATION OF LIABILITY: Notwithstanding any other provisions herein to the contrary, except only in cases of wilful misconduct and / or criminal acts,

- (a) Neither the Contractor nor the Company (OIL) shall be liable to the other, whether in Contract, tort, or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.
- (b) Notwithstanding any other provisions incorporated elsewhere in the contract, the aggregate liability of the Contractor in respect of this contract, whether under Contract, in tort or otherwise, shall not exceed 50% of the Annualized Contract Price, provided however that this limitation shall not apply to the cost of repairing or replacing defective equipment by the Contractor, or to any obligation of the Contractor to indemnify the Company with respect to Intellectual Property Rights.
- (c) Company shall indemnify and keep indemnified Contractor harmless from and against any and all claims, costs, losses and liabilities in excess of the aggregate liability amount in terms of clause (b) above.

30.0 WAIVER: Any delay in exercising and any omission to exercise any right, power or remedy exercisable by the Company under this contract shall not impair such right, power or remedy nor shall any waiver by the Company of any breach by the Contractor of any provision of this contract prevent the subsequent enforcement of that provision by the Company or be deemed a waiver by the Company of any subsequent breach by the Contractor.

**(END OF SECTION-I)**

\*\*\*\*\*

## **PART-3**

### **SECTION – II**

#### **SPECIAL CONDITIONS OF CONTRACT**

##### **1.0 ASSOCIATION OF COMPANY'S PERSONNEL:**

1.1 Company may depute more than one representative to act on its behalf for overall co-ordination and operational management at location. Company's representative shall have the authority to order any changes in the scope of work to the extent so authorized and notified by the Company in writing. He shall liaise with the Contractor, monitor the progress so as to ensure the timely completion of the jobs. He shall also have the authority to oversee the execution of jobs by the Contractor and to ensure compliance of provisions of the contract.

1.2 There shall be free access to all the equipment of the Contractor during operations and idle time by Company's representatives for the purpose of observing / inspecting the operations performed by Contractor in order to judge whether, in Company's opinion, Contractor is complying with the provisions of the contract.

##### **2.0 PROVISION OF PERSONNEL AND FACILITIES**

2.1 The Contractor shall provide qualified and experienced personnel for the services as per provision of this contract. All the personnel offered must have adequate experience in respective field and at least the key personnel should be fluent in English language. On Company's request, Contractor shall remove and replace at their own expenses, any of their personnel whose presence is considered undesirable in the opinion of Company. The Contractor shall provide the supporting staff at their own expenses. Documentary evidence, identity cards etc. shall be submitted by the Contractor in support of the bio-data against which Company's representative will certify completeness of mobilisation of the Contractor for start of operations.

2.2 The Contractor shall be responsible for, and shall provide for all requirements of their personnel, and of their sub-contractor, if any, including but not limited to their insurance, housing, medical services, messing, transportation (both air and land transportation), vacation, salaries and all amenities, termination payment and all immigration requirement and taxes, if any, payable in India or outside at no charge to the Company.

2.3 The Contractor's representative shall have the entire power requisite for performance of the work. He shall liaise with the Company's representative for the proper co-ordination and timely completion of the job and on any other matters pertaining to the job.

2.4 Contractor will arrange transportation of their equipment/tools and personnel to and from well site at their cost.

3.0 **LABOUR:** The recruitment of un-skilled labour, if any will have to be met from the areas of operation and wages will be according to the rates prevalent at the time which can be obtained from the district authorities of the area. The facilities to be given to the labourers should conform to the provisions of labour laws as per Contract Labour (Regulation & Abolition) Act, 1970.

#### 4.0 WAIVERS AND AMENDMENTS

It is fully understood and agreed that none of the terms and conditions of the contract shall be deemed waived or amended by either party unless such waiver or amendment is executed in writing by the duly authorized agents or representatives of such party. The failure of either party to execute any right of termination shall not act as a waiver or amendment of any right of such party provided hereunder.

#### 5.0 PAYMENT & INVOICING PROCEDURE

5.1 Full payment will be released after adjusting the recoveries/deductions, if any, against Contractor's invoice after completion of jobs in each well. Contractor must submit their invoice in triplicate to OIL's HEAD (PRODUCTION), payment against which will be released by Company by way of cheque within 30 days of receipt, if undisputed. Dispute, if any, will be intimated to the Contractor within 15 days of submission of invoice and the payment will be released only after such problem/anomalies are settled.

5.2 Company shall pay to Contractor, during the term of the contract, the amount due calculated according to the rates of payment set and in accordance with other provisions hereof. No other payments shall be due from Company unless specifically provided for in this contract. All payments will be made in accordance with the terms hereinafter described.

5.3 All payments due by Company to Contractor can also be made at Contractor's designated bank. All bank charges will be to Contractor's account.

5.4 Payment of any invoices shall not prejudice the right of Company to question the validity of any charges therein, provided Company within one year after the date of payment shall make and deliver to Contractor written notice of objection to any item or items the validity of which Company questions.

5.5 The acceptance by Contractor of part payment on any billing not paid on or before the due date shall not be deemed a waiver of Contractor's rights in respect of any other billing, the payment of which may then or thereafter be due.

5.6 Contractor shall maintain complete and correct records of all information on which Contractor's invoices are based up to 2 (two) years from the date of last invoice. Such records shall be required for making appropriate adjustments or payments by either party in case of subsequent audit query / objection. Any audit conducted by Company of Contractor's records, as provided herein, shall be limited to Company's verification (i) of the accuracy of all charges made by Contractor to Company and (ii) that Contractor is otherwise in compliance with the terms and conditions of this Agreement.

#### 6.0 SET OFF

Any sum of money due or payable to the Contractor (including Security Deposit refundable to them) under this or any other contract may be appropriated by Oil India Limited and set off against any claim of Oil India Limited (or such other person or persons contracting through Oil India Limited) for payment of a sum of money arising out of this contract or under any other contract made by the Contractor with Oil India Limited (or such other person or persons contracting through Oil India Limited).

**(END OF SECTION-II)**

\*\*\*\*\*

**PART-3**

**SECTION – III**

**BID FORM AND PRICE SCHEDULE**

(A) **BID FORM**

Date :  
Tender No. : CJI-0210-P16

Sir/Madam

Having examined the General and Special Conditions of Contract, Scope of Work and the Terms of Reference including all attachments thereto, the receipt of which is hereby duly acknowledged, we the undersigned offer to perform the services in conformity with the said conditions of Contract and Scope of Work for the sum (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and forms part of this bid.

We undertake, if our bid is accepted, to commence the work within 03 (three) days calculated from the date of issue of mobilization notice from the Company against each call (as and when required) during the currency of the contract.

If our bid is accepted, we will submit the **Bank Guarantee** not exceeding **7.5% of 1 year Contract Value** for the due performance of the Contract.

We agree to abide by this bid for a period of 120 days from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this 1 1 1 day of 1 1 .. 2016.

-----

Signature

(in the capacity of)

Bidder's Name: 1 1 1 1 1 ..

Bidder's Full Address: 1 1 1 1 1

(B) **PRICE SCHEDULE DETAILS:** Bidder must quote their rates strictly as per format provided in Part-2 vide Proforma-II considering the following stipulations.

1.0 **MOBILIZATION CHARGES-** One time lump-sum charge:

1.1 Mobilization charge shall be payable on LUMP SUM basis which covers all local and foreign cost(if any) of the Service provider to mobilize manpower and equipment with all supporting provisions to the designated worksite to perform all the intended services.

1.2 Mobilization charge is payable when all manpower and equipment with all supporting provisions are mobilized and to be in readiness to undertake the assigned jobs.

2.0 **DEMOBILIZATION CHARGE-**One time Lump-sum charge:

2.1 Demobilization charge shall be payable on LUMP SUM BASIS which covers all local and foreign costs(if any) of the service provider to demobilize manpower and equipment with supporting provisions from worksite.

2.2 Company shall give notice to the Contractor regarding demobilization indicating the date and time therein and Contractor must ensure that the demobilization activities are completed promptly and clear the site properly. No payment whatsoever will be accrued to Company after the date and time as advised in the demobilization notice.

2.3 Demobilization charge is payable upon 100% completion of demobilization.

3.0 **INTERLOCATION MOVEMENT (Within 20 Km):** Cost of inter location movement shall be paid on lump sum for Mobilization of manpower and equipment with all supporting provisions from one well to another well within 20 Km.

4.0 **INTERLOCATION MOVEMENT (per km beyond 20 Km):** Additional cost per km basis shall be paid in the event of mobilization of manpower and equipment with all supporting provisions from one well to another ,beyond 20 Km.

5.0 **STANDBY CHARGES PER DAY (lump/sum, Daily):**

5.1 Daily rate shall be paid LUMP SUM on daily basis. For any part thereof, charges shall be computed on prorata basis. 24 Hrs shall be considered for calculation of pro-rata.

5.2 Daily rate(rental) shall include rentals of all equipments, all applicable taxes and duties, insurance, wages, maintenance expenditure including spares, transportation and food & lodging of the operating crew/staff to be deployed to ensure continuous trouble free operation of the service

6.0 **OPERATING RATE:** Operating rate shall be paid on hourly basis towards operation of the surface unit and allied services. The operating charges shall include all expenditures pertaining to cost of fuel, consumables to carry out continuous trouble free operation.

7.0 **ZERO RATE:**

No charges shall be paid for the reason, mentioned hereunder, leading to loss of production.

i) Non availability of manpower/equipment.

ii) Malfunctioning /shutdown of Mobile Pumping unit and not been able to bring back into operation within 2 Hrs. Zero rate shall be applicable after 2 Hrs till the unit back to operation.

----- **END OF SECTION-III** -----

## **PART-3**

### **SECTION - IV**

#### **SCOPE OF WORK /TERMS OF REFERENCE**

##### **1.0 PREAMBLE:**

1.1 Rajasthan Project of OIL INDIA LIMITED (OIL), a Govt. of India Enterprise, is engaged in exploration and production of natural gas from its Jaisalmer basin and exploration of heavy oil in Bikaner-Nagaur Basin in western Rajasthan. In addition, the company is carrying out various exploration activities in Rajasthan in NELP blocks as operator under PSC agreement with Govt. of India.

1.2 OIL intends to hire services of a mobile pumping unit on call out basis for a period of one year with equipment/tools and operating crew as under for well killing, chemical/fluid injection of wells in Rajasthan field of OIL INDIA LIMITED. Following services (as per requirement of OIL) on call out basis are required:

- (i) Services of mobile pumping unit of vintage not more than five (5) years with allied surface connections
- (ii) Installation, commissioning and operations of the above.
- (iii) Services of operators and other requisite skilled and unskilled persons for operations of all the above

##### **2.0 GENERAL TERMS AND CONDITIONS:**

2.1 All above services are intended to be utilized in wells of Rajasthan field of OIL INDIA LIMITED on call out basis for a period of one year with equipment/tools and operating crew with a provision for extension on same rates, terms and conditions for another six months. Services will be mobilized on call out basis i.e., as and when required based on the field requirement.

2.2 The proposed wells will be of approximately 2200M depth with 5.1/2" & 7" well completion and 2.7/8" OD, EUE, L-80/N-80 tubing. Exact landing depth of the packer will be provided nearer the time on the basis of well data.

2.3 The Contract will remain valid for one year from the date of issue of letter of intent by Company.

2.4 The contractor shall mobilize and carry out the services as per requirement of OIL at well site on call out basis. Company will issue mobilization notice nearer the time of requirement giving 03 days advance notice in each instance.

2.5 One job will be carried out at a time, which is expected to take about 03 days and on completion of the same the Contractor will demobilize till further call from Company.

2.6 Contractor must cover all their equipment, materials and personnel with adequate insurance for loss/damage/injury. Company will not be liable for any such mishaps during operations.

##### **3.0 EQUIPMENT AND MACHINARIES TO BE PROVIDED ON CALL OUT SERVICES:**

3.1 HIGH PRESSURE MOBILE PUMPING UNIT:  
Truck mounted mobile Pumping unit for oil field operations.

I) TECHNICAL SPECIFICATION OF PUMPING UNIT

- Max Working Pressure 5500 PSI
- Rated Power, max: 310 HP
- Rated Power, continuous: 240 HP
- Maximum torque = 800 lb/ft, or 1600 RPM
- Pump rate, max: 10.3 BPM
- Highest rate @ working pressure: 4.46 BPM
- Duplex/ Triplex Piston pump DOUBLE ACTING
- Truck MOUNTED
- Tank capacity 6-10 BBL mounted on same chassis (calibrated properly to monitor volumes of non- flammable fluids such as mix water or displacement fluids.
- One operator can control all unit functions, monitor engine operating parameters, pump rate and pressures.

II) Accessories:

- (1) High pressure 2" steel pipe line 30 mtr long with Hammer union.
- (2) Corners/ Band for connection with steel pipe
- (3) Flanges for connection to Well Head
- (4) 2", 3" & 4" rubber hose pipe 20 meter LONG
- (5) All necessary spanners /Hammers / Rubber spares for pump etc.
- (6) Fire extinguisher
- (7) SRV fitted in delivery line of desired pressure ratings

4.0 JOBS TO BE DONE BY THE CONTRACTOR:

1. To mobilize equipments and services, crew to site on call.
2. To install the Truck mounted mobile PUMP unit as per approved layout plan.

5.0 GENERAL AND TECHNICAL REQUIREMENTS:

5.1 The Contractor shall provide adequate skilled and unskilled manpower as required for carrying out the assigned jobs in consistent with the Scope of Work herein.

5.2 All tools and tackles required for carrying out the jobs shall be arranged by the Contractor at their cost.

5.3 All consumables for Contractor's machineries like Fuel oil, power, Lube oil, Grease, Spares cleaning oil, water for hydraulic test etc. shall be arranged by the Contractor at their cost.

5.4 All surface pipelines and associated fittings shall be of 5000 psig W.P. (Minimum) and should be connected through quick coupling/hammer union/flanged joint.

5.5 Pump should have a Discharge Rate 4m<sup>3</sup> to 5m<sup>3</sup>/ Hr @5000 psi. It may be noted here that that the fluid that will be handled will be xylene, condensate, water, salt solution etc. Bidder should take a note of it while quoting.

5.6 All pressure gauges shall be intrinsically safe. Hydraulic test of pipes and fittings should be carried out before actual operations.

- 5.7 All the equipment/machineries shall be skid/truck mounted. The pump should have requisite safety valves of proper rating.
- 5.8 All necessary skilled and un-skilled manpower required for the job and for operation/maintenance of Contractor's assets shall be provided by the Contractor.
- 5.9 Contractor shall de-mobilize all equipments after completion of the contractual obligation.
- 5.10 Transportation, food, accommodation and medical aid for Contractor's personnel at site shall be arranged by Contractor.
- 5.11 HSE plan for the proposed job shall be submitted along with the bid which shall be implied after getting approval from OIL.
- 5.12 Rental/Standby Charges to hired equipment and machineries provided by the Contractor shall be applicable once the mobilization, installation / hooking up and hydraulic/pneumatic pressure testing is done satisfactorily and the system is ready to put on service. This will continue till such time these are released and advised for de-mobilization.
- 5.13 Operating charges for the hired equipment/machineries is applicable against actual operating hours, which shall be over and above the standby/rental charges.
- 5.14 Security of Contractor's men and machinery shall be the sole responsibility of the Contractor.
- 5.15 The Contractor shall carry out the jobs in accordance with the instruction of OIL's representative and perform all its obligations in accordance with the terms and conditions of the Contract. The OIL's representative at site shall render supervisory activities, this shall however, not relieve the Contractor of any of its obligations or responsibility in respect of performance of the job.
- 5.16 Contractor shall have adequate insurance cover for their man and machineries covering entire period of contract. In case of any damage occurred to Contractor's man, machineries equipments and/or any other assets at site due to accident/Blowout or due to any natural calamities, OIL shall not be responsible for such losses to Contractor.
- 5.17 In case of Riot/Blockage/disruption etc. caused by the contractor's personnel, the losses occurred to OIL shall be borne by the Contractor.
- 5.18 The Contractor shall arrange for the all statutory permits/licenses/approval/ clearances for their man and machineries as applicable.
- 5.19 All the personnel engaged by the Contractor shall be provided with adequate safety gears and protective equipment as per their job involvement.
- 5.20 During currency of the contract, if any of the services / equipment/tools provided by the contractor are found to be defective/not suitable for the job, the Contractor shall replace the same at the earliest and during interim period necessary penalty clause will be applicable.
- 5.21 If any of the skilled/semiskilled or un-skilled personnel engaged by the Contractor were found to be incompetent/not suitable/un-safe to carryout the job or of doubtful integrity, the Contractor will replace the same immediately.

6.0 COMPANY (OIL) WILL PROVIDE:

- (i) Right of use of approach road and well plinth.
- (ii) Leveled site/Hard standing for installation of the equipment.
- (iii) Leveled space free from any encroachment near well site for establishing Contractor's camp, workshop, store-yard etc.
- (iv) Fire Fighting facilities at site
- (v) Well fluid disposal pit
- (vi) Space for placement of surface Equipments

**(END OF SECTION – IV)**

**----- (END OF PART-3) -----**

**FORM OF BID SECURITY (BANK GUARANTEE)****Ref.No.****Bank Guarantee No.**

TO  
OIL INDIA LIMITED  
RAJASTHAN PROJECT  
JODHPUR

WHEREAS, (Name of Bidder) í í í í (hereinafter called öthe bidderö) has submitted their Bid No. dated í í for the provision of certain OILFIELD services (hereinafter called öthe Bidö) against OIL INDIA LIMITED, RAJASTHAN PROJECT, JODHPUR (hereinafter called the öCompanyö) Tender No. í í . KNOW ALL MEN by these presents that we (Name of Bank) í í í of (Name of country) í í í having our registered office at í í í (hereinafter called öthe Bankö) are bound unto the Company in the sum of (INR í í .)\* for which payment well and truly to be made to Company, the Bank binds itself, its successors and assignees by these presents.

SEALED with the common seal of the said Bank this í í í . Day of í í í , 2016 .

THE CONDITIONS of this obligation are:

1. If the bidder withdraws their bid during the period of bid validity specified by the Bidder.  
Or

2. If the bidder, having been notified of the acceptance of their bid by the Company during the period of bid validity:

- fails or refuses to execute the Form of Agreement (Contract) in accordance with the Instructions to bidders of tender document; or
- fails or refuses to furnish the Performance Security in accordance with the Instructions to bidders in the tender documents;

3. If the Bidder furnishes fraudulent document/information in their bid.

We undertake to pay to Company up to the above amount upon receipt of its first written demand (by way of letter/fax/cable/email), without Company having to substantiate its demand, provided that in its demand Company will note that the amount claimed by it is due to it owing to the occurrence of one or two or all of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including the date (\*\*) and any demand in respect thereof should reach the bank not later than the above date.

**SIGNATURE AND SEAL OF THE GUARANTORS** í í í í í .

Name of Bank & Address í í í í í í í í í í í í í í í í

Witness-----

Address í í í í í í í ..

\* The bidder should insert the amount of the guarantee in words and figures

\*\* The Date of Expiry of Bank Guarantee should be 30 days more than the validity period of the Bid.

\*\*\*\*\*

## Page 47 of 53

## **PART-4**

**Proforma-C**

### **SAMPLE FORM OF CONTRACT**

THIS AGREEMENT is made on the \_\_\_\_ day of \_\_\_\_ . 2016, between (Name of Company) \_\_\_\_\_ of (Mailing address of Company) \_\_\_\_\_, hereinafter called "the Company", of the one part and (Name of Service Provider) \_\_\_\_\_ (hereinafter called "the Service Provider") of the other part.

WHEREAS the Company is desirous that certain works should be executed viz. (Brief description of works) \_\_\_\_\_ and has, by Letter of acceptance dated (Date of Letter of Acceptance) \_\_\_\_\_, accepted a Bid by the Service Provider for the execution, completion and maintenance of such works.

NOW THIS CONTRACT WITNESSETH as follows:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, viz.:
  - a) This form of Contract,
  - b) The Letter of Acceptance,
  - c) The said Bid and Appendix,
  - d) The Technical Specifications and
  - e) The Priced Bid and Quantities,
  - f) The Drawings,
  - g) The Schedules of Supplementary Information,
  - h) The Special Conditions of Contract and
  - i) The General Conditions of Contract
3. The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities or discrepancies they shall take precedence in the order set out above.
4. In consideration of the payment to be made by the Company to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Company to execute, complete and maintain the works in conformity in all respects with the provisions of the contract.
5. The Company hereby covenants to pay the Service Provider in consideration of the execution, completion and maintenance of the works the Contract price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals to this Contract on the day, year first written above.

SIGNED, SEALED AND DELIVERED.

By the said Name \_\_\_\_\_

**PART-4**

**Proforma-D**

***AUTHORISATION FOR ATTENDING BID OPENING***

Date: \_\_\_\_\_

TO

**CHIEF MANAGER (M&C)**  
Materials & Contracts Department  
Oil India Ltd., Rajasthan Project  
Jodhpur-342005  
Rajasthan, India

Sir,

**Sub: OIL's e-Tender No. CJI-0210-P16**

We hereby authorise Mr. /Ms. \_\_\_\_\_ (Name and address) to be present at the time of Bid Opening and for any subsequent correspondence / communication of the above Tender due on \_\_\_\_\_ on our behalf.

Yours Faithfully,

**Authorised Person's Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Seal of the Bidder:**

**Note:** This letter of authority shall be on printed letter head of the Bidder and shall be signed by a person who signs the bid.

## **PART-4**

## **APPENDIX-A**

### **GENERAL HSE POINTS**

1.0 It will be solely the Contractor's responsibility to fulfill all the legal formalities with respect in the Health, Safety & Environmental aspects of the entire job (namely, the persons employed by him, the equipment, the environment etc.) under the jurisdiction of the district of that state where it is operating. Ensure that all sub Contractors hired by him comply with the same requirement as the Contractor himself and shall be liable for ensuring compliance all HSE laws by the sub or sub Contractors.

2.0 Every person deployed by the Contractor in a mine must wear safety gadgets to be provided by the Contractor. The Contractor shall provide proper Personnel Protective Equipment as per the hazard identified and risk assessed for the job and conforming to statutory requirement and the Company PPE schedule. Safety appliances like protect footwear, safety helmet and full body harness has to be DGMS approved. Necessary supportive document shall have to be submitted as proof. If the Contractor fails to provide the safety items as mentioned above to the working personnel, the Contractor may apply to the Company (OIL) for providing the same. OIL will provide the safety items, if available, but in turn. OIL will recover the actual cost of the items by deducting from Contractor's bill. However, it will be the Contractor's sole responsibility to ensure that the persons engaged by him in the mines use the proper PPE while at work. All the safety gears mentioned above are to be provided to the working personnel before commencement of the work.

3.0 The Contractor shall prepare written Safe Operating Procedure (SOP) for the work to be carried out, including as assessment of risk, wherever possible and safe methods to deal with it/them. The SOP should clearly state the risk arising to men, machineries and materials from the mining operation/operations to be done by the Contractor and how it is to be managed.

4.0 The Contractor shall provide a copy of SOP to the person designated the Mine Owner who shall be supervising the Contractor's work.

5.0 Keep an up to date SOP and provide a copy to changes to a person designed by the Mine Owner/Agent/Manager

6.0 The Contractor has to ensure that all work is carried out in accordance with the Statute and SOP and for the purpose he may deploy adequate qualified and competent personnel for the purpose of carrying out the job in a safe manner. For work of a specified scope/nature, he should develop and provide to the Mine Owner a site

7.0 All persons deployed by the Contractor for working in mine must undergo Mines Vocational Training, initial medical examination, PME. They should be issued cards stating the name of the Contractor and the work and its validity period, indicating status of MVT, IME & PME.

8.0 The Contractor shall submit to DGMS indicating 6 name of his firm Registration Number, name 7 Address of person heading the firm, nature of work, type of deployment of work persons, No. of work persons deployed, how many work persons hold VT Certificate, how many work persons undergone IME and type of medical coverage given to the work persons.

9.0 The return shall be submitted quarterly (by 10<sup>th</sup> of April, July, October & January) for contracts of more than one year. However, for contracts of less than one year, returns shall be submitted monthly.

10.0 It will be entirely the responsibility of the Contractor/ his Supervisor/Representative to ensure strict adherence to all HSE measures and statutory rules during operation in Oil's installations and safety of workers engaged by him. The crew members will not refuse to follow any instruction given by the Company's Installation Manager/Safety Officer/Engineer/Official/Supervisor/Junior Engineer for safe operation.

11.0 Any compensation arising out of the job carried out by the Contractor whether related to pollution, Safety or Health will be paid by the Contractor only.

12.0 Any compensation arising due to accident of the Contractor's personnel while carrying out the job, will be payable by the Contractor.

13.0 The Contractor shall have to report all incidents including near miss to installation manager/Departmental Representative of concerned department of OIL.

14.0 The Contractor has to keep a register of the persons employed by him/her. The Contractor's supervisor shall take and main attendance of his men every day for the work, punctuality.

15.0 If the Company arranges any safety class/training for the working personnel at site (Company employees, Contractor worker etc.) the Contractor will not have any objection to any such training.

16.0 The health check up of Contractor's personnel is to be done by the Contractor in authorized Health Centers as per Oil's requirement & proof of such test(s) is to be submitted to OIL. The frequency of periodic medical examinations should be every five years for the employees below 45 years of age and every three years for employees of 45 years of age and above.

17.0 To arrange daily tool box meeting and regular site safety meeting and maintain records.

18.0 Records of daily attendance, accident report etc. are to be maintained in Form B.EJ (as per Mines Rules 1955) by the Contractor

19.0 A Contractor employee must, while at work, take reasonable care for the health and safety of people who are all the employee's place of work and who may be affected by the employee's act or omissions at work.

20.0 A Contractor employee must, while at work, co-operate with his or her employer or other persons so far as is necessary to enable compliance with any requirement under the act or the regulations that is imposed in the interest of health, safety and welfare of the employee or any other person.

21.0 Contractor's arrangements for health for health and safety management shall be consistent with those for the mine owner.

22.0 In case Contractor is found non-compliant of HSE laws as required the Company will have the right for directing the Contractor to take action comply with the requirements, and for further non-compliance, the Contractor

23.0 When there is a significant risk to health, environment or safety of a persons or pace arising because of a non-compliance of HSE measure the Company will have the right to direct the Contractor to cease work until the non-compliance is corrected.

24.0 The Contractor should prevent the frequent change of his contractual employees as far as practicable.

25.0 The Contractor should frame a mutually agreed bridging document between OIL and the Contractor with roles and responsibilities clearly defined.

26.0 For any HSE matters not specified in the Contract document, the Contractor will abide the relevant and prevailing Acts/Rules/Regulations pertaining to Health, Safety and Environment.

\*\*\*\*\*

## **PART-4**

### **Appendix-B**

#### **Procedure for obtaining Labour License under Contract Labour (R&A) Act, 1970 & Central Rules-1971**

Every Contractor to whom this Act applies shall execute any work through Contract Labour only after obtaining valid license from Licensing Officer. To obtain license contractor is required to submit:

- i) Application in Form IV in triplicate duly filled (Name of the Proprietor/Partner or the Directors/Responsible person in case of firm/company, complete postal address including Pin Code number, Telephone Number, Fax Number & E-mail address, if any), correct details of PE and work to be executed etc. correctly against all columns;
- ii) In case contractor is registered under the Companies Act and applicant is other than Director then he should be holding valid Power of Attorney.
- iii) Original Form-V issued by PE
- iv) Demand Draft for license fees and security deposit payable in favour of Regional Labour Commissioner (Central), Ajmer along with duly filled central challan (in TR-6) duly signed by applicant in quadruplicate for each demand draft;
- v) Copy of Work Order;
- vi Copy of Partnership Deed and in case of Company, the application should be accompanied with Memorandum of Association/Article of Association;

Note: 1. Application form complete in all respect shall be either personally delivered to the Licensing Officer or can be sent by Registered A.D. Post.

2. Contractors, may intimate Dy. Chief Labour Commissioner (Central), Ajmer for expediting/suitable action if they do not receive license nor any communication within a week.

3. Contractors are not required to visit office of Licensing Officer unnecessarily for obtaining license until and unless they have been specifically advised to appear in person. Appearance of contractors in the office of licensing officer for obtaining license by persuasion will be viewed seriously.

**-END OF PART-4-  
--END OF TENDER DOCUMENT--**